

The San Francisco Community Investment Fund

In February 2010, the Redevelopment Agency of the City and County of San Francisco (the “Redevelopment Agency”) formed a new corporate entity called the San Francisco Community Investment Fund (the “SFCIF”), a California nonprofit public benefit corporation, to increase investment in and address funding gaps for redevelopment activities and projects. The SFCIF is a qualified community development entity recognized by the Community Development Financial Institutions Fund of the United States Treasury (the “CDFI”) and is eligible to apply for new market tax credits allocations from the CDFI.

The New Markets Tax Credit (“NMTC”) program was enacted as part of the Community Renewal Tax Relief Act of 2000 and is a federal tax initiative that promotes economic development in low-income communities. The Community Development Financial Institutions Fund and the Internal Revenue Service administer the NMTC program. The program permits tax credit investors to receive a credit against federal income taxes for making qualified equity investments in designated community development entities.

The CDFI has awarded SFCIF \$240.0 million in NMTC allocations with the 2010, 2011, 2015-16, 2017, 2018, and 2020 rounds of NMTC allocation applications. Projects funded to date are listed in Exhibit A.

Under Assembly Bills Nos. IX 26 and 1484 (the “Dissolution Law”), the Redevelopment Agency was dissolved and under Board of Supervisors Ordinance No. 11-12, the Board, among other matters, gave the Director of Administrative Services the authority to manage all Redevelopment Agency assets and functions previously performed by the Redevelopment Agency. Since the dissolution of the Redevelopment Agency, City staff including, but not limited to, staff from the City Administrator’s Office; Office of Public Finance, Controller’s Office; and the Office of Economic and Workforce Development have continued to advance the NMTC program.

Structure

The SFCIF is governed by a five-member Board of Directors, currently four of which are City officials and one of which is a non-City employee. In addition to the Board of Directors, the SFCIF has a six-member Advisory Board. A majority of members of the Advisory Board are representative of target low-income communities in which the SFCIF expects to invest.

The relationship between the SFCIF and the City is defined in a Cooperative Agreement (the “Agreement”). The Agreement authorizes the use of City resources including staff and equipment to achieve mutually agreed upon goals. The main objective of the Agreement is to provide the SFCIF with in-kind space and equipment, and staff, to assist with the day-to-day management of operations of the community development entity and as part of the NMTC program such subsidiary community development entities; and raising equity for investment in such subsidiary community development entities.

Cooperative Agreement

On April 11, 2013 SFCIF entered into a Cooperative Agreement with the City to aid the SFCIF in fulfilling its mission to apply for New Markets Tax Credits and to make qualified low-income community investments in the City and County of San Francisco or other activities which qualify for New Markets Tax Credits.

Economic and Social Impact Policy

The SFCIF's program goals encompass the following five focus areas: (1) Economic Development Impact and Support; (2) Community and Social Development Impact and Support; (3) Sustainable Job Creation and Retention and Wealth Creation; (4) Investment Diversification and Partnerships Development; and (5) Environmentally Sustainable Outcomes.

The Economic and Social Impact Policies (as attached to this document) incorporating the SFCIF's program goals, were created to facilitate rigorous, systematic, transparent prioritization of proposed projects and investments; support economic and community development goals Citywide; and establish a framework for evaluation and monitoring of investments to ensure ongoing progress towards the Policies. In addition, the Policies complement the Allocation Agreements with the Community Development Financial Institutions Fund and federal law, rules, and regulations to facilitate community accountability of SFCIF investments.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

This Amended and Restated Cooperative Agreement (the “**Agreement**”), dated for reference purposes as of _____, is made by and between the City and County of San Francisco, a municipal corporation, acting by and through the City Administrator (the “**City**”), and the San Francisco Community Investment Fund, a California nonprofit public benefit corporation (“**SFCIF**”). This Agreement amends and restates the prior Cooperative Agreement between the City and the SFCIF dated April 11, 2013.

RECITALS

A. The Redevelopment Agency of the City and County of San Francisco (the “**Agency**”), in partnership with the City’s Office of Economic and Workforce Development (“**OEWD**”), formed a new corporate entity to apply for a designation as a Community Development Entity (“**CDE**”) for the purpose of applying for a New Markets Tax Credits (“**NMTC**”) allocation from the United States Treasury.

B. On February 2, 2010, the Agency Commission by Resolution No. 10-2010, authorized the Agency’s Executive Director to incorporate the new entity called the San Francisco Community Investment Fund, a California nonprofit public benefit corporation (“**SFCIF**”). The Agency Executive Director caused the SFCIF’s Articles of Incorporation to be filed and the SFCIF was officially created on February 18, 2010.

C. On February 25, 2010, pursuant to California Corporations Code Section 5134, the Agency’s Executive Director, as the sole incorporator of the SFCIF, elected the initial board of directors, consisting of Agency and City employees and officers. On March 18, 2010, at a duly noticed and agendaized meeting, the SFCIF Board of Directors adopted the SFCIF Bylaws.

D. Since its inception, the SFCIF has applied for and received allocations of New Markets Tax Credits. The SFCIF has acted, and will continue to act, as a bridge between the capital markets and low-income communities by taking the investment capital it receives and lending it to qualified projects. The SFCIF maintains accountability to residents of low-income communities through community representation on its Advisory Board.

E. Pursuant to its Bylaws, the SFCIF may make investments in qualified low-income communities in the City and County of San Francisco (the “**Service Area**”). Under the NMTC program, low-income communities are those that contain low-income census tracts based upon data from the latest U.S. census.

F. Effective February 1, 2012, the Agency was dissolved under State law (Assembly Bill No. 1X26, Chapter 5, Statutes of 2011-12, First Extraordinary Session, as modified by Assembly Bill No. 1484, Chapter 26, Statutes of 2011-12, Regular Session). Under Board of Supervisor Resolution No. 11-12, adopted January 24, 2012, the Board of Supervisors accepted all of the Agency's housing and non-housing assets, and gave the Director of Administrative Services the right and power to manage all Agency assets and to exercise all functions that the Agency previously performed with respect to those assets. Under Board of Supervisor Ordinance No. 215-12, adopted on October 2, 2012 after the modifications made in AB 1484, the Board of Supervisors recognized the new successor agency to the Agency (the "**Successor Agency**") as a separate legal entity, delegated to the Successor Agency the authority to implement the surviving redevelopment projects, and confirmed the transfer of all of the housing assets to the City under the jurisdiction of the Mayor's Office of Housing. The Board also ratified all prior acts of the staffs of the Successor Agency, the Department of Administrative Services, the Controller and other City employees with respect to the surviving redevelopment projects and other enforceable obligations.

G. Investments in Eligible projects by the SFCIF help to eliminate blight by bringing economic development to the community, reprogramming underutilized properties and helping further the City's revitalization efforts. The City recognizes the importance of the work performed by the SFCIF and the Agency under the NMTC Program, and continued that work following the dissolution of the Agency.

H. The City and SFCIF entered into a Cooperative Agreement, dated April 11, 2013 (the "Original Agreement"), which authorized the use of City resources including staff and equipment to achieve mutually agreed upon goals. The main objective of the Original Agreement was to provide the SFCIF with in-kind space and equipment, and staff, to assist with the day-to-day management of operations of for the SFCIF. The City and SFCIF now desire to amend and restate the Original Agreement in order to allow the City to continue to provide staff time and resources as needed to aid the SFCIF in fulfilling its mission to apply for new markets tax credits and to make qualified low-income community investments in the City and County of San Francisco or other activities which qualify for New Markets Tax Credits, in accordance with the terms set forth below.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the SFCIF hereby agree as follows:

1. **Administrative Policies and Procedures.** The SFCIF shall follow all applicable federal, state and local laws including, but not limited to, the following:

(a) Section 45D of the U.S. Internal Revenue Code, the Treasure Regulations and Guidance thereunder and any other law, regulation to rule applicable to participation in the New

Markets Tax Credit Program, 26 USC 45D, et seq.;

- (b) The Ralph M. Brown Act (public meeting law), Government Code Section 94950 et seq.;
- (c) The Public Records Act, Government Code Section 6250, et. seq.;
- (d) The City's Sunshine Ordinance (Admin. Code Chapter 67);
- (e) The California Environmental Quality Act and implementing regulations; and
- (f) The National Environmental Protection Act and implementing regulations, as applicable.

2. **City Staff Time.**

(a) The City has agreed to lend to SFCIF and the SFCIF has agreed to borrow from the City an amount, which will consist of City staff time to assist the SFCIF in performing the NMTC Program ("**City Staff Time**"), in a final amount to be determined annually by the SFCIF Board of Directors, not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000) annually and approved by the City Administrator on the behalf of the City, (the "City Loan").

(b) The City Staff Time is loaned by the City to the SFCIF to aid the SFCIF in fulfilling its mission to make qualified low-income community investments in the City and County of San Francisco or other activities, which qualify for New Markets Tax Credits. The City Staff Time will be billed on a time and materials basis, at the City's actual rates (including overhead and administrative expenses). The City Staff Time shall be billed at a rate of 165% of each City employees' salary. The City staff will be performing services for the SFCIF in furtherance of its operations including, but not limited to: project underwriting, administrative services, NMTC compliance and portfolio management. Nothing in this Agreement, however, shall be construed as waiving the City's duty of loyalty for those City officials and employees performing these services.

(c) City employees and SFCIF officers, directors and advisors may utilize City office space, equipment, vehicles and other City property in their provision of services to the SFCIF. The use of such equipment and the providing of "overhead" to the SFCIF shall be treated as an in-kind contribution of the City to the SFCIF (the "**City Contribution**"). The City shall provide to the SFCIF, facilities and organizational resources (such as equipment, vehicles and support services) necessary for the operations of the SFCIF as part of the City Contribution.

(d) City employees and SFCIF Board members and advisory board members shall receive no additional compensation for their work as staff, officers or directors for the SFCIF. The City acknowledges and agrees that the City staff providing services to the SFCIF will be compensated as provided in the City's salary resolutions.

(e) The management, direction, and supervision of City staff, and all matters incident to the performance of City's staff and contributions, shall remain in the sole discretion of the applicable City department head.

(f) The SFCIF shall repay the City for City Staff Time annually, or as funds become available from continued operations. All payments for City Staff Time shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of

public and private debts. All payments shall be made payable to the City at One South Van Ness Avenue, 5th Floor, San Francisco, California 94103 or to such other place as the City may from time to time designate in writing.

3. **Term of Agreement.** This Agreement shall commence on July 1, 2022 and shall end on June 30, 2025, provided (1) either party may terminate this Agreement on sixty (60) days' notice as set forth in Section 4 below, and (2) the parties may agree to extend the term on an annual basis thereafter for so long as the SFCIF continues the NMTC Program, but in no event later than June 30, 2032.

4. **Termination.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

(a) For purposes of this Section 4, any notice by the SFCIF terminating this Agreement must first be approved by the SFCIF Board of Directors and shall be delivered to the City Administrator.'

(b) The following obligations of SFCIF shall survive the expiration or termination of this Agreement: (i) the duty to repay the City Loan (which, upon any termination, shall become immediately due and payable); and (ii) the duty to indemnify, reimburse, defend and hold harmless the Indemnified Parties (defined below) in accordance with Section 5.

(c) Notwithstanding anything contained herein to the contrary, in the event of any liquidation or dissolution of the SFCIF, this Agreement shall automatically terminate upon the orderly completion of such liquidation or dissolution.

(d) Notwithstanding the above, this Agreement may only be terminated after both parties have determined that the SFCIF has adequate staff and resources to ensure compliance with its (and its subsidiary CDE's) existing NMTC-related contracts and obligations.

5. **Indemnification.** SFCIF shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or SFCIF; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from SFCIF's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from SFCIF's performance of this Agreement, including, but not limited to, SFCIF's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any

omission to perform some duty imposed by law or agreement on SFCIF, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City

6. **Insurance.** SFCIF must procure and maintain for the duration of the Agreement, including any extensions (or caused to be procured and maintained by its consultant and vendors, as the case may be from time to time) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement by the SFCIF, its agents, representatives, employees or subcontractors.

6.1 **Required Coverages.** Without in any way limiting SFCIF's liability pursuant to the "Indemnification" section of this Agreement, SFCIF must maintain in force (specifically as related to coverage noted in Section 6.1(d)), or cause to be procured and maintained by its consultants and vendors, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence 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 \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional Liability/Directors & Officers Liability Insurance, applicable to SFCIF's actions taken, negligent acts, errors or omissions of the SFCIF Board, its Board of Directors, Advisory Board and/or Officers, in the course and scope of their duties with limits not less than \$1,000,000 for each claim.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) SFCIF shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or

other personally identifying information, stored or transmitted in electronic form.

6.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

6.3 SFCIF's Commercial General Liability and Commercial Automobile Liability Insurance policies shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

6.4 SFCIF shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 7 entitled "Notices".

6.5 Should any of the required insurance be provided under a claims-made form, SFCIF shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.6 Should any of the required insurance 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.

6.7 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

6.8 Before commencing any Services, SFCIF 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. Approval of the insurance by City shall not relieve or decrease SFCIF's liability hereunder.

6.9 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SFCIF, its employees, agents and subcontractor(s).

6.10 If SFCIF will use any subcontractor(s) to provide Services, SFCIF shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the SFCIF as additional insureds.

6.11 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City's Risk Manager. At the option of the City's Risk Manager, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and County of San Francisco and their respective

thereof, without the prior express written consent of the City.

11. **Modification, Waiver and Amendments.** Neither this Agreement nor any of its terms may be terminated, amended, modified or waived except by a written instrument executed by the parties.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of California. It is the responsibility of the SFCIF to be informed of local, state and federal laws and requirements applicable to this Agreement and to perform all work in compliance with those laws and requirements.

13. **Attorneys' Fees.** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

14. **Severability.** If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all the circumstances, or would frustrate the fundamental purposes of this Agreement.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

16. **Appropriation of Funds.** Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by the City under this Agreement unless there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year sufficient funds for the payment of any payments required under this Agreement are not appropriated for any reason, then the City may terminate this Agreement, without penalty, liability or expense of any kind to the City, as of the last date on which sufficient funds are appropriated. The City shall use its reasonable efforts to give the SFCIF reasonable advance notice of such termination.

17. **Discretion.** Each party, including their respective employees, officials, and boards, shall exercise its sole discretion over all matters relating to the NMTC Program and over each project or decision over which it has jurisdiction consistent with legal requirements. No commitment to any specific project shall be made by SFCIF until after environmental review, as and to the extent required by the California Environmental Quality Act (CEQA).

18. **No Joint Venture.** Nothing in this Agreement shall be construed as creating the right or ability of one party to bind the other and nothing in this Agreement shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by either party, their employees, officers and/or agents, to implement this Agreement. All employees, officers and/or agents of each party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between the City and the SFCIF. Each party shall conduct all of its activities under this Agreement in accordance with all applicable laws and regulations.

20. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement. The parties acknowledge and agree that this Agreement is entered into for their mutual benefit and not for the benefit of any other party.

21. **Nondiscrimination.** In the performance of this Agreement, the SFCIF agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, 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.

22. **Limitations on Contributions.** Through execution of this Agreement, the SFCIF acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved.

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IN WITNESS WHEREOF the City and the SFCIF have executed this Agreement as of the date first above written.

**THE
CITY AND COUNTY OF SAN FRANCISCO,**
a municipal corporation

By: _____
Carmen Chu
City Administrator

**SAN FRANCISCO
COMMUNITY INVESTMENT FUND,**
a California nonprofit public benefit corporation

By: _____
Brian Strong
President

APPROVED AS TO FORM:

By: _____
Heidi Gewertz
Deputy City Attorney

Exhibit A – Funded Projects

The SFCIF has completed twelve NMTC transactions totaling \$163.6 million of its NMTC allocation including the following projects:

- \$8.7 million to the College Track project located at 1401 3rd St. in the Bayview Hunters Point neighborhood for a tutoring facility benefitting disadvantaged youth (completed in September 2012);

- 15 million to the SF Jazz project located at 201 Franklin St. in the Western Addition neighborhood for a live performance and jazz education facility (completed in January 2013);

- \$15 million to the Boys and Girls Club of San Francisco project at 380 Fulton in the Western Addition neighborhood for the construction of a new youth facility (completed in January 2015);

- \$12.8 million to the Wholesale Produce Market project at 901 Rankin St. in the Bayview Hunters Point neighborhood for the construction of a new manufacturing facility (completed in December 2014);

- \$15 million to the American Conservatory Theater project at 1127 Market St. in the Civic Center neighborhood for the rehabilitation of a cultural facility (completed in May 2015); (vi)

\$13.5 million to the Proper Hotel (formerly known as the Renoir Hotel) project at 1100 Market St. in the Civic Center neighborhood for the rehabilitation of a historic property (completed in September 2017);

\$23.4 million to the PlaceMade project at 150 Hooper St. in the Design District neighborhood for the construction of a new manufacturing (completed in October 2018);

\$12.1 million to Geneva Car Barn project at 2301 San Jose Ave. in the Outer Mission neighborhood for the rehabilitation of a historic property to provide educational space focused in the arts (completed in July 2020);

\$18 million to the Meals on Wheels project at 2230 Jerrold Ave. in the Bayview Hunters Point neighborhood for the construction of a new food distribution facility (completed in November 2020);

\$8.007 million to the Community Arts Stabilization Trust project at 447 Minna St. in the SoMa neighborhood for the rehabilitation of the Dempster Building for arts and cultural non-profit tenants (completed in November 2021);

\$10 million to the Mission Neighborhood Center project at 1240 Valencia St. in the Mission District for the rehabilitation of an old police station into an Early Head Start/Head Start educational facility (in progress); and

\$12.05 million to the Community Music Center of SF project at 552-554 Capp St. in the Mission District for working capital to support program expenses and expansion (in progress).