

# CITY AND COUNTY OF SAN FRANCISCO

## FIRST AMENDMENT

### TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND LOW INCOME INVESTMENT FUND (LIIF)

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2018**, in San Francisco, California, by and between **Low Income Investment Fund, 50 California Street, Suite 2900, San Francisco, CA 94111**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

#### RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **add consultancy services for Mission Economic Development Agency's family child care providers workshops** and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

NOW, THEREFORE, Grantee and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated **July 1, 2017** between Grantee and City.

b. **Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-Three Million, Seventy Thousand, Two Hundred Twenty-Seven Dollars (\$23,070,227) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

**Contingent amount:** Up to Two Million, Three Hundred Seven Thousand, Twenty-Three Dollars (\$2,307,023) for the period from July 1, 2019 to June 30, 2020 (Y3), may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Five Million, Three Hundred Seventy-Seven Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

Such section is hereby replaced in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Twenty-three Million, Two Hundred Thirty-Two Thousand, Two Hundred and Four Dollars (\$23,232,204) for the period from July 1, 2017 to June 30, 2020, plus any contingent amount authorized by City and certified as available by the Controller.

**Contingent amount:** Up to Two Million, One Hundred Forty-Five Thousand, Forty-Five Dollars (\$2,145,045) for the period from July 1, 2017 to June 30, 2020, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Twenty-Five Million, Three Hundred Seventy-Seven Thousand, Two Hundred Fifty Dollars (\$25,377,250) for the period from July 1, 2017 to June 30, 2020 (Y1-Y3).

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (b) **Appendix A.** Appendix A, pp. 1-7, of the agreement describes the services to be provided.

Such section is hereby replaced in its entirety by Appendix A-1, Services to be Provided, pp. 1-10.

- (c) **Appendix B.** Appendix B, Calculation of Charges, pp. 1-4, displays the original total amount of **\$23,070,227**.

Such section is hereby replaced in its entirety by Appendix B-1, Calculation of Charges, pp. 1-5, which displays the budget as herein modified.

- (d) **17.6 Entire Agreement.** Section 17.6 is hereby replaced in its entirety to read as follows:

**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-1, Services to be Provided  
Appendix B-1, Budget  
Appendix C, Method of Payment  
Appendix D, Interests in Other City Grants  
Appendix E, Permitted Subgrantees  
Appendix F, Federal Award Information  
Appendix G, Federal Requirements for Subrecipients  
Appendix H, Additional Federal Requirements

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2018**.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

**CITY**

**GRANTEE**

Recommended by:

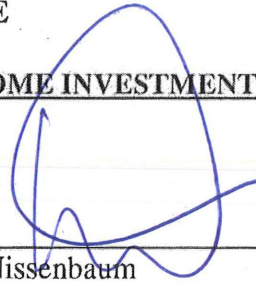
LOW INCOME INVESTMENT FUND



9/23/19

Trent Rhorer  
Executive Director  
Human Services Agency

Date



Daniel A. Nissenbaum  
Chief Executive Officer  
50 California Street, Suite 2900  
San Francisco, CA 94111

Phone: (415) 772-9094

Approved as to Form:

Federal Tax ID #: 94-2952578  
City Vendor Number: 16095  
DUNS Number: 36-133-8312

By:



9/11/19

David Ries  
Deputy City Attorney

Date

**Appendix A-1: Services to be Provided**  
**Low Income Investment Fund – Child Care Facilities Funding &**  
**Technical Assistance**  
**July 1, 2017 – June 30, 2020**

**I. Purpose of Grant**

The purpose of the grant is to provide both technical assistance and affordable capital to child care providers in order to retain and increase the quantity and enhance the quality of licensed child care available to families and children. This is accomplished through the administration of the Child Care Facilities Fund.

**II. Definitions**

ACCF	Affordable Child Care Fund. The Fund, established in 1985, is a development impact fee collected from new office and hotel development at occupancy. Fees are assessed on office/hotel developments adding 50,000 square feet or more in designated areas of downtown San Francisco. Developers can meet the mandate of legislation in one of three ways: <ul style="list-style-type: none"><li>⇒ Developers can build a child care facility on-site.</li><li>⇒ Developers can establish a relationship with a non-profit to provide a child care facility in the city.</li><li>⇒ Developers can pay \$1 per square foot of commercial space developed into the Fund.</li></ul> In 2003 the legislation was modified to reflect state law requiring that development impact fees only be spent on capital and infrastructure improvements. The Affordable Child Care Fund was renamed the Child Care Capital Fund.
CCCF	San Francisco's Child Care Capital Fund, revenues derived from development impact fees on large office and hotel projects and residential developments as required by San Francisco's Planning Code.
CCFF&TA	Child Care Facilities Funding & Technical Assistance
CDE	California Department of Education
City	City and County of San Francisco

Child Care Facilities Interagency Committee	A committee comprised of representatives from MOHCD, Office of Early Care and Education, OCII and the Planning Department and staffed by LIIF, that meets monthly to discuss specific ECE facility's needs, pipeline projects, and strategies in San Francisco. The committee also approves specific projects funded through the CCCF.
DHS	San Francisco Department of Human Services, a division of HSA
ECE	Early Care and Education
FCC	Family Child Care providers are licensed providers who offer care in their home. A Family Child Care Home reflects a home-like environment where non-medical care and supervision is provided for periods of less than 24 hours. There are Small Family Child Care Homes and Large Family Child Care Homes.
FCCQN	Family Child Care Quality Network
Grant Monitoring	CCFF grant monitoring includes maintaining complete, accurate and up-to-date files on all CCFF grantees for the term of the grant. Yearly reporting requirements help to ensure grantees are in compliance with the terms of their grant agreements. CCFF grants are recoverable if the service is not provided for the full grant term.
Grantee	Low Income Investment Fund
HSA	San Francisco Human Services Agency
IPIC	Interagency Plan Implementation Committee, coordinated by SF Planning Department and responsible for prioritizing projects and funding, coordinating ongoing planning efforts for designated zones of development.
Loan Administration	Loan administration services provided by LIIF include, but are not limited to, reviewing loan eligibility, upfront loan analysis, underwriting, commitment, closing, disbursement, conversion, and ongoing monitoring and compliance.
MEDA	Mission Economic Development Agency. This organization will be the contract consultant as of July 1, 2018.

MOHCD	Mayor’s Office of Housing and Community Development
OCII	Office of Community Investment and Infrastructure
OECE	San Francisco Office of Early Care and Education
PAC	Program Advisory Committee is the community-based advisory committee that guides the work of the Child Care Facilities Fund.
Predevelopment Grants	Predevelopment grants support feasibility, planning, architectural, design services, environmental, engineering, permit fees and/or other soft costs related to pre-construction of a site.
Project Management	Project Management services include construction management both before and during construction. The Project Manager acts as the child care provider’s representative to architects, contractors, developers and other professionals regarding construction financing and construction issues.
Renovation and Repair Grants	Renovation and repair grants support centers and family child care providers to address deferred facilities maintenance needs in order to ensure healthy and safe environments for children and maintain their licensing by the State of California.
Revolving Grant	Repayable grants provided to providers as cash flow funding, not meeting loan status, but with conditions for repayment
Start-up Capacity Building Grants	Start-Up Capacity Building Grants support the expansion of early education spaces. Depending on the annual guidelines developed by LIIF, with guidance from PAC, these grants fund operating costs, typically up to \$2,200 per child, for new or relocated ECE centers that serve low income children. An emphasis is made to prioritize the creation of spaces serving infants and toddlers.

### **III. Target Population**

Over 300 licensed ECE centers and over 700 licensed family child care (FCC) homes in San Francisco, with an emphasis on providers caring for children 0-5. Priority will be those facilities located in residential developments wholly or partially funded by the City and County of San Francisco, e.g. HOPE SF communities, alignment with the City’s affordable housing plan, and public/private partnerships; providers serving a greater number of low to moderate income and/or CalWORKs, homeless or at-risk families,

and/or enrollment of City-subsidized children; and those providers serving infants, toddlers and/or children with specialized physical or mental health needs. Specific revenues in the grant have slightly different priorities and allowable target uses.

#### **IV. Description of Services**

Grantee shall provide the following services during the term of this grant:

1. Administer a range of financial products to meet the evolving capital needs of the licensed ECE field including, but not limited to: development, marketing, underwriting, financial grants and loans, monitoring, and repayment. The expected array of financial products currently includes, but is not limited to:
  - Planning and predevelopment grants
  - Capital development grants and loans
  - Start-up financing
  - Facility renovation and repair grants
  - Short-term emergency repayable grants
  - Acquisition financing, loans and subsidized loans
  - Disaster preparedness incentives
  - And other programs
2. Create leveraged financing strategies in the context of individual projects and to otherwise support the facilities fund efforts citywide.
3. Administer the Child Development Capital Fund and track fund expenditures and total project expenditures by project.
4. Administer the Interagency Plan Implementation Committee (IPIC) capital new development grants to increase access to ECE services within specific neighborhood Area Plans, and track fund expenditures and total project expenditures by project.
5. Provide training, resources, linkages, and one-on-one technical assistance related to the facilities development process, including feasibility analysis, capital planning, design, development, permit process, start-up, and facility maintenance.
6. Provide project management, primarily through consultants, to support child care providers in overseeing phases of construction and sign-off in larger, more complex projects.
7. Provide consultation services, in areas related to feasibility, planning, architectural, and /or design services.
8. Collect facility development and expansion data for reporting and evaluation purposes, including the number of early education slots created, enhanced and retained annually on an unduplicated basis. Data required by Child Care Development Impact Fee will be tracked discreetly in a routinely updated



Development Impact Fee Report that annually supports the Controller's Office Development Impact Fee audit.

9. Provide consultation and assistance regarding fiscal and operating issues to licensed ECE care centers serving low/moderate income children, particularly those contracted through California Department of Education-Early Education and Support Division and federal Early Head Start and Head Start, and for facilities identified as City priorities for capital projects.
10. Support the capital improvements of city facilities licensed as child care centers and assigned to the Human Services Agency.
11. Identify new opportunities for leveraged financing and development strategies and financing to meet the capital needs of the ECE sector, including the acquisition of property.
12. Provide staffing for monthly meetings of the City's Inter-agency Child Care Facilities Committee, comprised of representatives from OECE, the Mayor's Office of Housing and Community Development, San Francisco Planning Department, Office of Community Investment and Infrastructure and other City departments as invited; as well as for a periodic CCF&TA Advisory Committee to gain feedback on the initiative's effectiveness meeting the needs of licensed ECE providers.
13. Work closely with a Program Advisory Committee for input and guidance on the direction of the program.

**Revised 7/1/2018 to add - Consultancy Services:**

OECE will ensure the additional following services are provided by the consultancy agency and monitored during the term of this grant:

- A. **One-on-One Business Technical Assistance & Coaching**  
Through its family child care program, MEDA will provide individualized business technical assistance to family child care providers citywide to address their business assistance needs. Performed one-on-one with a MEDA business program consultant, technical assistance will include a general assessment, an action plan, and other business-related services as needed. This includes grant/loan application assistance, business plan and marketing plan creation, permitting and licensing, financial projections, and assistance in the creation of other operational documents.
- B. **Family Childcare Business Workshops**  
MEDA will provide better business practices workshops to a broader audience of family child care providers and potential providers citywide to help them plan and improve their business operations. These workshops are specifically tailored towards the needs of family child care providers. Primary topics will include business planning, budgeting, and bookkeeping, and marketing, among other topics relevant to providers. MEDA will also provide these trainings for family childcare providers on better business practices, and for FCCQN consultants through other agencies and

through partnerships with organizations like Children's Council of San Francisco and Wu Yee Children's Services.

C. MEDA Core Business Training

Family child care providers will be encouraged to enroll in MEDA's core business training course, which includes 12 hours of business training. This training provides clients with a comprehensive understanding of how to effectively run a business. Upon graduation from MEDA's business trainings, they will have gained significant knowledge on marketing, operations, and personal finance, ultimately culminating in the creation of a business plan.

D. Technology Trainings

Through the Plaza Adelante Tech Center, MEDA will offer providers with topical technology trainings aimed to increase access to child care for families and enhance business performance. Trainings include basic computer literacy, Minute Menu subsidy access, WIX web design, online marketing, Excel, and Quickbooks for basic accounting. Technology assistance shall also support the implementation of electronic signatures for subsidy enrollment reporting for Family Child Care Quality Network members, including the interface with FCC budgeting and payment collections.

E. Financial Coaching

MEDA will also provide personalized financial coaching to assist family child care providers in improving their financial situation. Coaching begins with an assessment of available credit history, looking at their personal and business present cash flow, and defining a plan to improve their situation reducing debt, improving or establishing credit and increasing savings. MEDA staff will then create an action plan to help providers determine what steps they will need to take in order to define financial goals, work a monthly budget and define a plan to increase savings, reduce debt and establish or improve their credit score.

**V. Location and Time of Services**

Grantee will maintain an office in San Francisco located at 50 California Street, Suite 2900, San Francisco CA 94111, with office hours of 9:00 am – 5:00pm, Monday through Friday, with some evenings and/or weekends for trainings or special conferences/meetings. Technical assistance and monitoring is mainly provided on-site at the licensed facilities or prospective sites.

**Consultancy Location and Time of Services:**

Consultancy services will primarily be offered at MEDA's office location and Tech Center at Plaza Adelante, 2301 Mission Street. MEDA will also provide some Business Workshops for family child care providers at other locations in the City through partnerships with organizations such as Children's Council of San Francisco and Wu Yee Children's Services.

## VI. Service Objectives

Grantee will report on the following service objectives annually:

1. Number of projects provided facility feasibility, planning, architectural, development and renovation consultation services. (Target: 5)
2. Number of centers that serve subsidized, low-income families provided fiscal and operating technical assistance. (Target 10)
3. Number of disaster preparedness incentives provided to child care providers that participate in the Department of Public Health or other disaster preparedness training. (Target: 30)
4. Number of providers trained on “Caring for Your Building,” business expansion or other fiscal/operations training to improve business capacity. (Target: 30)
5. Number of renovation and repair grants made. (Target: 4)
6. Number of pre-development, capital and move-in grants awarded. (Target: 15)
7. Monitor a minimum of 10 facility grants to family child care educators.
8. Number of low-interest loans underwritten for ECE centers undertaking large facility projects, including acquisitions, rehabilitation and new construction. (Target: 2)
9. Administer revolving grants to 2-8 Title 5 state contracted providers in order to maintain operation during state budget delay. (Service objective deleted in the event of a timely state budget.)
10. Administer revolving grants to 2-8 Title 5 state contracted providers who are projected to over earn their contract and are approved for SF Pilot transfer funds, but for whom delays in the transfer would result in financial hardship and/or disenrollment of children.

### **Consultancy Service Objectives:**

On an annual basis, OECE will ensure the following service objectives are met by the consultancy agency:

- A. Provide one-on-one technical assistance and coaching services to 20 licensed family child care providers.
- B. Of the 20 FCC providers from Objective A, 18 will receive 2 or more of MEDA’s one on one integrated coaching services. These services include legal referrals, access to Capital, home opportunities coaching (rental/ownership), business coaching, financial capability, technology training, digital integration (access to low cost internet), benefits screening, and workforce job assistance.
- C. Provide customized family child care business workshops to 60 licensed family child care providers.
- D. Provide MEDAs core business training course series to 5 licensed family child care providers (7 week training which includes business & financials development, financial capability, licenses/permits and taxes for small businesses)

## VII. Outcome Objectives

Annually the grantee will report on the following outcome objectives:

1. Number of new center spaces developed through loans and grants, feasibility, planning, architectural, or design consultation services and start-up grants. To be measured against city licensed capacity May 1<sup>st</sup> annually. (Target: 60)
2. Number of new center spaces created through IPIC Capital New Development Grant(s) within Neighborhood Area Plans. To be measured against city licensed capacity May 1<sup>st</sup> annually. (Target: 40)
3. Number of new family child care spaces developed through the Family Child Care expansion grant, technical assistance and other efforts. To be measured against city licensed capacity May 1<sup>st</sup> annually. (Target: 10)
4. A minimum of 24 family child care licensed spaces in Family Child Care Quality Networks retained or improved for successful quality improvement.
5. A minimum of 24 family child care licensed spaces in non-FCCQN family child care homes retained or improved for successful quality improvement.
6. Preserve a minimum of 200 child care center spaces through loans, revolving grants and facilities assistance.
7. Preserve a minimum of 24 family child care spaces through facilities renovation and repair grants.
8. A minimum of 80% percent of providers responding to a satisfaction survey who have participated in the class or workshop shall rate the class or workshop a three or above on a five point scale in a question pertaining to whether the workshop helped to strengthen the program and keep it in business.
9. Leverage CCFF&TA funds with non-City sources. (Minimum of 25%)

### **Consultancy Outcome Objectives:**

On an annual basis, Grantee will ensure the following outcome objectives are met:

- A. 10 family child care providers will integrate better business practices by creating formal tools such as a contract, parent handbook, business budget & cash flow projections, marketing materials & other administrative tools. They may also gain technology know how, business/ housing stabilization, and/or legal assistance.
- B. 10 family child care providers will show an improvement in their financial situation through increased savings, lowered debt, or improved credit scores.
- C. Impact of 1-on-1 TA and coaching services:

MEDA staff will measure the following indicators:

- Total number of unduplicated child care slots impacted

- Total number of unduplicated subsidized child care slots impacted
  - Total number of unduplicated non-FCCQN family child care providers receiving services
- D. Impact: On a scale of 0-5, a minimum of 75% of FCCQN and non-FCCQN providers who respond will rate 3 or above that they have increased their effectiveness as a small business as a result of attending a MEDA training, workshop or meeting.

## VIII. Reporting Requirements

### A. Quarterly Reports

Grantee will submit quarterly reports regarding contract performance. The reports will adhere to the following format:

- a. Reports will contain a brief narrative describing accomplishments and challenges encountered during the quarter, including if IPIC Capital New Development Grant(s) were awarded, to which agency/agencies, and for what purpose(s).
- b. Reports will list the progress towards the service and outcome objectives, as stated in Sections V and VI of this appendix, and will include quarterly and year-to-date numbers for each objective. Names of centers and family child care providers will be included in objective reporting for loans, grants and technical assistance.
- c. Supporting documentation for the numbers presented in the reports must be maintained by the Grantee and must be available for auditing by the Department but need not be attached to the reports.
- d. Quarterly reports are due 15 days after the end of the quarter.

### B. Ad Hoc Reports

Grantee will develop and deliver ad hoc reports as requested by DHS-HSA/OECE,

### C. Quarterly and Annual Reports will be entered into the CARBON database.

For assistance with reporting requirements or submission of reports, contact:

Graham Dobson, Senior Policy Analyst  
Office of Early Care and Education, A716  
[Graham.Dobson@sfgov.org](mailto:Graham.Dobson@sfgov.org)

or

Elizabeth Leone, Senior Contracts Manager  
Office of Contract Management, GB16  
[Elizabeth.Leone@sfgov.org](mailto:Elizabeth.Leone@sfgov.org)

## **IX. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
  
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**HUMAN SERVICES AGENCY BUDGET SUMMARY  
BY PROGRAM**

Name Low Income Investment Fund

(Check One) New  Renewal  Modification  X

If modification, Effective Date of Mod. No. of Mod.

9	Program: Child Care Facilities Fund	7/1/17-6/30/18					7/1/18-6/30/19									
		CalWorks	Child Care Capital Fund	IPIC Eastern Neighborhoods	General Fund	Total	CalWorks	Child Care Capital Fund	Transbay	IPIC Market/Octavia	General Fund	Total	CalWorks	Child Care Capital Fund	Transbay	IPIC Visitac Valley
10	Budget Reference Page No.(s)															
11	Program Term															
12	<b>Expenditures</b>															
13	Salaries & Benefits	\$253,462	\$203,609	\$52,976	\$82,763	\$592,811	\$25,593	\$323,164	\$74,672	\$75,726	\$74,672	\$573,828	\$50,797	\$371,544	\$52,978	\$12,000
14	Operating Expense	\$319,842	\$4,148,604	\$1,216,627	\$450,920	\$6,135,993	\$166,897	\$157,469	\$29,692	\$29,692	\$29,692	\$413,441	\$164,809	\$120,300	\$17,008	\$4,000
15	Subtotal	\$573,304	\$4,352,214	\$1,269,603	\$533,683	\$6,728,804	\$192,490	\$480,633	\$104,364	\$105,417	\$104,364	\$987,269	\$215,606	\$491,844	\$69,986	\$16,000
16	Indirect Percentage (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
17	Indirect Cost (Line 16 X Line 15)	\$77,746	\$47,786	\$10,441	\$16,317	\$152,289	\$28,874	\$72,095	\$15,655	\$15,813	\$15,655	\$148,090	\$32,341	\$73,777	\$10,499	\$4,000
18	Consultancy Detail					\$0					\$55,472	\$55,472				
19	Capital Detail						\$429,687	\$4,929,651	\$2,701,462	\$991,137	\$374,509	\$9,426,446	\$281,516	\$334,437	\$763,562	\$3,000
20	<b>Total Expenditures</b>	<b>\$651,051</b>	<b>\$4,400,000</b>	<b>\$1,280,044</b>	<b>\$550,000</b>	<b>\$6,881,095</b>	<b>\$651,051</b>	<b>\$5,482,379</b>	<b>\$2,821,481</b>	<b>\$1,112,367</b>	<b>\$550,000</b>	<b>\$10,617,278</b>	<b>\$529,463</b>	<b>\$900,057</b>	<b>\$844,047</b>	<b>\$3,200</b>
21	<b>HSA Revenues</b>															
22	CalWorks	\$651,051				\$651,051	\$651,051					\$651,051	\$623,741			
23	Child Care Capital Fund		\$4,400,000			\$4,400,000		\$5,482,379				\$5,482,379		\$805,847		
24	Interagency Planning Implementation Committee (IPIC)			\$1,280,044		\$1,280,044			\$2,821,481	\$1,112,367		\$3,933,848			\$824,488	\$3,200
25	General Fund				\$550,000	\$550,000					\$550,000	\$550,000				
26																
27																
28	<b>TOTAL HSA REVENUES</b>	<b>\$651,051</b>	<b>\$4,400,000</b>	<b>\$1,280,044</b>	<b>\$550,000</b>	<b>\$6,881,095</b>	<b>\$651,051</b>	<b>\$5,482,379</b>	<b>\$2,821,481</b>	<b>\$1,112,367</b>	<b>\$550,000</b>	<b>\$10,617,278</b>	<b>\$623,741</b>	<b>\$805,847</b>	<b>\$824,488</b>	<b>\$3,200</b>
29	<b>Other Revenues</b>															
30																
31	LJIF Capital Contribution (NMTC and PRI)	\$3,750,000				\$3,750,000	\$5,250,000					\$5,250,000	\$1,500,000			
32	Restricted Funds - Revolving Grants	\$1,468,000				\$1,468,000	\$1,468,000					\$1,468,000	\$1,468,000			
33	<b>Total Revenues</b>					<b>\$12,099,095</b>						<b>\$17,335,278</b>				

36 Prepared by: Candace Wong Telephone No.: 415-489-6121 4/10/2018

37 HSA-CO Review Signature: \_\_\_\_\_

38 HSA #1

		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV
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30	TOTALS	\$495,900	\$846,078	6.00	49%	0.21	\$20,114	2.55	\$283,880	0.61	\$58,686	0.62	\$59,514	-	\$0	0.61	\$58,686	\$450,981	\$665,690	6.00	50%	0.40	\$39,922	2.90	\$282,002	0.42	\$41,636	\$0	\$0	1.02																			
31																																																	
32	FRINGE BENEFIT RATE	27.24%																																															
33	EMPLOYEE FRINGE BENEFITS	\$126,911	\$175,892				\$5,479		\$69,184		\$15,986		\$16,212		\$0		\$15,986	\$122,847	\$162,151				\$10,675		\$78,641		\$11,342	\$0	\$0																				
34																																																	
35																																																	
36	TOTAL SALARIES & BENEFITS	\$592,811	\$822,069				\$25,593		\$323,164		\$74,672		\$75,726		\$0		\$74,672	\$573,828	\$850,841				\$50,797		\$371,644		\$52,978	\$0	\$0																				
37	HSA #2																																																





7/1/17-6/30/20

Program Name:  
Child Care Facilities Fund

**Consultant Expenditure Detail**

9			TOTAL		TOTAL		TOTAL		3 YR
	10	Consultant Fee	General Fund	7/1/17-6/30/18	General Fund	7/1/18-6/30/19	General Fund	0	
11	No.	ITEM/DESCRIPTION							
12		MEDA (Mission Economic Development Agency)	0	0	55,472	55,472	56,859	56,859	
13				0		0		0	
14				0		0		0	
15				0		0		0	
16				0		0		0	
17				0		0		0	
18				0		0		0	
19				0		0		0	
20	TOTAL Consultant Fee Cost		0	0	55,472	55,472	56,859	56,859	
21									
22	HSA #4								



1 [Grant Approval - Low Income Investment Fund - Child Care Facilities Fund and Technical  
2 Assistance - \$25,377,250]

3 **Resolution retroactively approving the grant between the City and County of San**  
4 **Francisco and Low Income Investment Fund for the purpose of administering the San**  
5 **Francisco Child Care Facilities Fund and providing technical assistance for the period**  
6 **of July 1, 2017, through June 30, 2020, in the amount of \$25,377,250.**

7  
8 WHEREAS, The City and County of San Francisco, wishes to Administer the San  
9 Francisco Child Care Facilities Fund and Provide Technical Assistance; and

10 WHEREAS, The Office of Early Care and Education, in partnership with the Human  
11 Services Agency, conducted a Request for Proposals for these services in October 2016; and

12 WHEREAS, Low Income Investment Fund submitted a responsive and responsible  
13 proposal and was awarded the grant; and

14 WHEREAS, The Human Services Agency Commission approved this grant to Low  
15 Income Investment Fund at its meeting of June 21, 2017; now, therefore be it

16 RESOLVED, That the Board of Supervisors hereby approves award of this grant with  
17 Low Income Investment Fund for the purpose of Administering the San Francisco Child Care  
18 Facilities Fund and Providing Technical Assistance, for the period of July 1, 2017, through  
19 June 30, 2020, in the amount of \$25,377,250; and, be it

20 FURTHER RESOLVED, That within thirty (30) days of the grant being fully executed by  
21 all parties, the Human Services Agency shall provide the final grant agreement to the Clerk of  
22 the Board for inclusion into the official file.



City and County of San Francisco

Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 170832

Date Passed: September 19, 2017

Resolution retroactively approving the grant between the City and County of San Francisco and Low Income Investment Fund for the purpose of administering the San Francisco Child Care Facilities Fund and providing technical assistance for the period of July 1, 2017, through June 30, 2020, in the amount of \$25,377,250.

September 07, 2017 Budget and Finance Committee - RECOMMENDED

September 19, 2017 Board of Supervisors - ADOPTED.

Ayes: 7 - Breed, Fewer, Kim, Peskin, Ronen, Sheehy and Yee

Excused: 4 - Cohen, Farrell, Safai and Tang

File No. 170832

I hereby certify that the foregoing  
Resolution was ADOPTED on 9/19/2017 by  
the Board of Supervisors of the City and  
County of San Francisco.

Angela Calvillo  
Clerk of the Board

Mayor

Date Approved



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MOC Insurance Services License No. 0589960 101 Montgomery St., Suite 800 San Francisco CA 94104		<b>CONTACT NAME:</b> Emily Chan <b>PHONE (A/C, No, Ext):</b> (415) 957-0600 <b>FAX (A/C, No):</b> (415) 957-0577 <b>E-MAIL ADDRESS:</b> echan@mocins.com	
<b>INSURED</b> Low Income Investment Fund Attn: Pat GoPaul 50 California Street, Suite 2900 San Francisco CA 94111		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> Great American Insurance Cos. <b>INSURER C:</b> Lloyd's of London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		NAIC #	16535

**COVERAGES**

CERTIFICATE NUMBER: 18-19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO967266119	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			CPO967266119	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			AUC427565114	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE OTH-ER \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D&O			DOLE069136	10/01/2017	10/01/2018	D&O 2,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder listed as Additional Insured. The Waiver of Subrogation and Primary And Non-Contributory are included respects to General Liability coverage per attached form. Hired Physical Damage Comp Deductible \$1,000 and Coll Deductible \$1,000. Subject to policy terms, exclusions and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

Human Services Agency Office of Contract Management, GB16 P.O. Box 7988  San Francisco CA 94120-7988	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## COMMENTS/REMARKS

City and County of San Francisco and it's officers, agents, and employees are hereby named as Additional Insured as their interest may appear.

\*30 Day's notice of cancellation may apply subject to the policy terms, exclusions, and conditions.

## Additional Named Insureds

### Other Named Insureds

THE FUND FOR CHILDREN & COMMUNITIES, LLC

Additional Named Insured

THE LOW INCOME INVESTMENT FUND

Additional Named Insured





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> MOC Insurance Services License No. 0589960 101 Montgomery St., Suite 800 San Francisco CA 94104	<b>CONTACT NAME:</b> Emily Chan <b>PHONE (A/C, No, Ext):</b> (415) 957-0600 <b>E-MAIL ADDRESS:</b> echan@mocins.com <b>FAX (A/C, No):</b> (415) 957-0577																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td><b>INSURER B:</b> Zurich North America</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Great American Insurance Group</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Zurich American Insurance Company		16535	<b>INSURER B:</b> Zurich North America			<b>INSURER C:</b> Great American Insurance Group			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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<b>INSURER C:</b> Great American Insurance Group																					
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Low Income Investment Fund Attn: Pat GoPaul 50 California Street, Suite 2900 San Francisco CA 94111																					

**COVERAGES**      **CERTIFICATE NUMBER:** CL1962853640      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO967266120	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPO967266120	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			AUC427565115	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below    Y/N    N/A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	(B)D&O/Fiduciary Liab (C)Excess D&O			DOLE069136/MPL191584618	10/01/2018	10/01/2019	D&O-Per claim	\$2,000,000
							Excess D&O	\$1,000,000
							Fid Liab-Per Claim	\$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder listed as Additional Insured. The Waiver of Subrogation and Primary And Non-Contributory are included respects to General Liability coverage per attached form. Hired Physical Damage Comp Deductible \$1,000 and Coll Deductible \$1,000. \*forms, exclusions, endorsements, and conditions.

### CERTIFICATE HOLDER

### CANCELLATION

City and County of San Francisco Human Services Agency 170 Otis Street  San Francisco CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY MOC Insurance Services		NAMED INSURED Low Income Investment Fund	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** Notes

Policy Description: E&O  
 Writing Company: Great American Insurance Co.  
 Policy #: TER2671660  
 Policy Term: 10/01/2018 – 10/01/2019  
 Limit \$2,000,000 Each Claim/Aggregate

Policy Description: Employment Practices Liability  
 Writing Company: Philadelphia Insurance Co.  
 Policy #: PHSD1409063  
 Policy Term: 01/01/2019 - 01/01/2020  
 Limit \$2,000,000 Each Claim/Aggregate

Policy Type: Cyber Liability  
 Writing Company: Underwriters at Lloyd's  
 Policy #: ESH01962484  
 Policy Term: 12/18/2018 – 12/18/2019  
 Limit \$1,000,000 Per Claim/Aggregate

Policy Type: Crime  
 Writing Company: Travelers Casualty & Surety Co America  
 Policy #: 106393810  
 Policy Term: 09/15/2018 – 09/15/2019  
 Limit \$2,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Location(s): All scheduled locations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
  - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b> 800-522-7514
<b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> American Home Assurance Co.		19380
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2157996	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 047019306 CA	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All worksite employees working for LOW INCOME INVESTMENT FUND, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.  
Re: Project Low Income Investment Fund

### CERTIFICATE HOLDER

### CANCELLATION

Human Services Agency Office of Contract Management, GB16 PO BOX 7988 San Francisco, CA 94120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services, Inc of Florida</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 677-0428      FAX (A/C, No): (877) 677-0430 E-MAIL ADDRESS: spcbicadp@travelers.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
<b>INSURED</b> LOW INCOME INVESTMENT FUND INC 50 CALIFORNIA ST. SUITE 2900 SAN FRANCISCO, CA 94111			

**COVERAGES**      **CERTIFICATE NUMBER:** 265271317161291      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A		UB-9M687664-19	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY AND COUNTY OF SAN FRANCISCO HUMAN SERVICES AGENCY OFFICE OF CONTRACT MANAGEMENT 1650 MISSION STREET, 3RD FLOOR, SUITE 300 SAN FRANCISCO, CA 94103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary Kuckelmann</i>
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