

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT

TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND TENDERLOIN HOUSING CLINIC

THIS AMENDMENT (this "Amendment") is made as of January 1, 2017, in San Francisco, California, by and between **Tenderloin Housing Clinic, 126 Hyde Street, San Francisco, CA 94102**, 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, the Board of Supervisors has established a new City department that will serve as the City's lead agency with respect to the provision and coordination of homeless services, and that such department will assume management of this Agreement; and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to provide additional funding for operating costs, Cost of Doing Business Adjustment, and lease increases at the CNC and Non-CNC master lease hotels 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, 2014** between Grantee and City.

b. Contract Monitoring Division. 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 **Sixty-Seven Million, Five Hundred Eighty-Four Thousand, Two Dollars (\$67,584,002)** for the period from **July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Six Million, Seven Hundred Fifty-Eight Thousand, Four Hundred Dollars (\$6,758,400)** for the period from **July 1, 2017 to June 30, 2018, 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 **Seventy-Four Million, Three Hundred Forty-Two Thousand, Four Hundred Two Dollars (\$74,342,402)** for the period from **July 1, 2014 to June 30, 2018.**

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Seventy-Four Million, Six Hundred Fifty-Three Thousand, One Hundred Fifty-Two Dollars (\$74,653,152)** for the period from **July 1, 2014 to June 30, 2018, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Seven Million, Four Hundred Sixty-Five Thousand, Three Hundred Fifteen Dollars (\$7,465,315)** for the period from **July 1, 2017 to June 30, 2018, 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 **Eighty-Two Million, One Hundred Eighteen Thousand, Four Hundred Sixty-Seven Dollars (\$82,118,467)** for the period from **July 1, 2014 to June 30, 2018.**

- (b) **Appendix B.** Appendix B, Calculation of Charges, of the Agreement displays the original total amount of \$67,584,002.

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

- (c) **Sugar-Sweetened Beverage Prohibition.** Section 16.22 is hereby added in its entirety to read as follows:

16.22 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will 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.

- (d) **Section 16.17 Graffiti Removal.** Section 16.17 is hereby replaced in its entirety to read as follows:

16.17 Graffiti Removal (reserved)

- (e) **Civil service commission approval:**

The following clause below is removed in its entirety.

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Grant Number 2004/08/09 on June 16, 2014;

- (f) **Section 17.15 Departmental Transition and Continuity.** Section 17.15 is hereby added in its entirety to read as follows:

17.15 Departmental Transition and Continuity. Over the course of the term of this Agreement, it is anticipated that management of this grant on behalf of the City shall transfer from the Human Services Agency to a new department which shall be established for the purpose of coordinating homeless services. As part of the transfer, the departmental contact and invoicing procedures specified in this Agreement may shift from the Human Services Agency to the new department; however the responsibilities under this grant shall not change. The Human Services Agency shall notify Grantee of the new departmental contact and invoicing procedures. At such time as notice is given, all references in this Agreement to the Human Services Agency or the “Agency” shall be construed as a reference to the new department.

- (g) **Section 1.1 Specific Terms.** Section 1.1 (b) is hereby replaced in its entirety to read as follows:

(b) “Agency” shall mean Department of Homelessness and Supportive Housing.

- (h) **Section 15.15 Requirements.** The Agency address is hereby replaced in its entirety to read as follows:

If to the Agency or City: Human Services Agency/Department of Homelessness
and Supportive Housing
Office of Grant Management
P.O. Box 7988
San Francisco, CA 94120-7988
Facsimile No. 415-557-5679

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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.

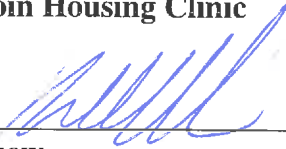
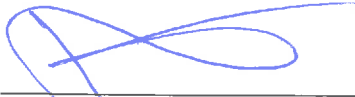
IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

Tenderloin Housing Clinic



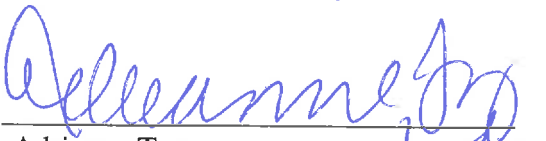
Jeff Kositsky
Director
Department of Homelessness and Supportive
Housing

Randy Shaw
Executive Director
126 Hyde Street
San Francisco, CA 94102
(415) 885-3286

Federal Tax ID #: 94-2681706
City Vendor Number: 18263
DUNS Number: 879210136

Approved as to Form:

By:



Adrienne Tong
Deputy City Attorney
3/20/17

Tenderloin Housing Clinic, Inc. **July 1, 2014 to June 30, 2015**

(Check One) New Renewal Modification BUDGET SUMMARY FOR FY15, FY16, FY17 & FY18
 If modification, Effective Date of Mod. _____ No. of Mod. _____

Program: Master Lease Hotel contract - THC NCNC and CNC Hotels

	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>
Budget Reference Page No. (s)	All Hotels	All Hotels	All Hotels	All Hotels	Total
Program Term	7/1/14 - 6/30/15	7/1/15-6/30/16	7/1/16-6/30/17	7/1/17-6/30/18	Total
Expenditures					
Salaries & Benefits	\$8,921,152	\$11,225,923	\$12,713,432	\$12,713,432	\$45,573,938
Operating Expense	\$11,814,571	\$11,864,188	\$12,574,383	\$12,574,383	\$48,827,525
Subtotal	\$20,735,723	\$23,090,111	\$25,287,814	\$25,287,814	\$94,401,463
Indirect Percentage (%)	9.50%	9.50%	9.50%	9.50%	
Indirect Cost (Line 16 X Line 17)	\$1,937,429	\$2,291,013	\$2,366,580	\$2,366,580	\$8,961,602
Capital Expenditure		\$1,704,390			\$1,704,390
Total Expenditures	\$22,673,152	\$27,085,514	\$27,654,394	\$27,654,394	\$105,067,454
HSH Revenues					
HSH Revenue-Property Mgt	\$13,995,207	\$15,493,874	\$15,493,235	\$15,493,235	\$60,475,551
HSH Revenue-MPP	\$660,547	\$646,450	\$632,552	\$632,552	\$2,572,101
HSH Revenue-Supportive Svcs	\$1,930,983	\$3,224,838	\$3,224,839	\$3,224,839	\$11,605,500
TOTAL HSH REVENUES	\$16,586,736	\$19,365,162	\$19,350,626	\$19,350,626	\$74,653,152
Other Revenues					
Rental Income	\$6,064,101	\$7,695,017	\$8,285,953	\$8,285,953	\$30,331,024
Laundry Income	\$22,316	\$25,333	\$17,815	\$17,815	\$83,279
TOTAL OTHER REVENUES	\$6,086,416	\$7,720,350	\$8,303,768	\$8,303,768	\$30,414,302
GRAND TOTAL REVENUES	\$22,673,152	\$27,085,512	\$27,654,394	\$27,654,394	\$105,067,454

Total Number of Assisted Units				
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Housing Operations Per Unit Rate				
Prepared by:	Wynne Tang			8/7/2014

Review Signature:				
HS#1				11/15/2007

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
CONTRACT BUDGET SUMMARY BY PROGRAM

Tenderloin Housing Clinic, Inc. July 1, 2014 to June 30, 2015

(Check One) New Renewal Modification BUDGET FOR FY15, FY16, FY17 & FY18
If modification, Effective Date of Mod. No. of Mod.

Program: Master Lease Hotel contract - Property Mgt THC NCNC and CNC Hotels

	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>	<i>HSH Funding</i>
Budget Reference Page No.(s)	All Hotels	All Hotels	All Hotels	All Hotels	
Program Term	7/1/14 - 6/30/15	7/1/15-6/30/16	7/1/16-6/30/17	7/1/17-6/30/18	Total
Expenditures					
Salaries & Benefits	\$6,942,719	\$8,670,121	\$9,440,958	\$9,440,958	\$27,770,876
Operating Expense	\$11,426,558	\$11,627,536	\$12,324,126	\$12,324,126	\$44,327,888
Subtotal	\$18,024,691	\$20,297,657	\$21,765,083	\$21,765,083	\$72,098,764
Indirect Percentage (%)	9.50%	9.50%	9.50%	9.50%	
Indirect Cost (Line 16 X Line 17)	\$1,712,346	\$1,959,798	\$2,031,920	\$2,031,920	\$6,849,383
Capital Expenditure	\$0	\$956,769	\$0	\$0	\$0
Total Expenditures	\$19,737,037	\$23,214,224	\$23,797,003	\$23,797,003	\$78,948,146
HSH Revenues					
General Fund	\$13,995,207	\$15,493,874	\$15,493,235	\$15,493,235	\$60,475,551
TOTAL HSH REVENUES	\$13,995,207	\$15,493,874	\$15,493,235	\$15,493,235	\$60,475,551
Other Revenues					
Rental Income	\$6,064,101	\$7,695,017	\$8,285,953	\$8,285,953	\$30,331,024
Laundry Income	\$22,316	\$25,333	\$17,815	\$17,815	\$83,279
TOTAL OTHER REVENUES	\$6,086,416	\$7,720,350	\$8,303,768	\$8,303,768	\$30,414,302
GRAND TOTAL REVENUES	\$19,737,037	\$23,214,224	\$23,797,003	\$23,797,003	\$78,948,146

Total Number of Assisted Units					
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Housing Operations Per Unit Rate					
Prepared by:	Wynne Tang			8/7/2014	
HSH-CO Review Signature:					
HSH #1				11/15/2007	

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**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
CONTRACT BUDGET SUMMARY BY PROGRAM**

Contractor's Name Tenderloin Housing Clinic, Inc. Contract Term 7/1/14 - 6/30/18

(Check One) New Renewal Modification , BUDGET FOR FY15, FY16, FY17 & FY18
If modification, Effective Date of Mod. No. of Mod.

Program: Master Lease Hotel contract - Modified Payment Program for THC NCNC and CNC Hotels

Budget Reference Page No.(s)	All Hotels 7/1/14 - 6/30/15	All Hotels 7/1/15-6/30/16	All Hotels 7/1/16-6/30/17	All Hotels 7/1/17-6/30/18	TOTAL 7/1/14-6/30/18
Expenditures					
Salaries & Benefits	\$529,969	\$509,541	\$500,967	\$500,967	\$2,041,444
Operating Expense	\$73,024	\$80,824	\$76,706	\$76,706	\$307,260
Subtotal	\$602,993	\$590,365	\$577,673	\$577,673	\$2,348,704
<i>Indirect Percentage (%) of direct cost (Line 16)</i>	9.50%	9.50%	9.50%	9.50%	9.75%
Indirect Cost	\$57,553	\$56,085	\$54,879	\$54,879	\$223,396
Capital Expenditure	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$660,547	\$646,450	\$632,552	\$632,552	\$2,572,101
HSH Revenues					
General Fund	\$660,547	\$646,450	\$632,552	\$632,552	\$2,572,101
TOTAL HSH REVENUES	\$660,547	\$646,450	\$632,552	\$632,552	\$2,572,101
Other Revenues					
TOTAL OTHER REVENUES					
GRAND TOTAL REVENUES	\$660,547	\$646,450	\$632,552	\$632,552	\$2,572,101

Prepared by: Wynne Tang, Director of Finance 415-885-3286 x111 Date: 2/1/2017

HSH-CO Review Signature: _____

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Appendix B-1, Page 4

Document Date: 2/1/2017

**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
CONTRACT BUDGET SUMMARY BY PROGRAM**

Contractor's Name Tenderloin Housing Clinic, Inc.

Contract Term
7/1/14 - 6/30/18

(Check One) New Renewal Modification , BUDGET FOR FY15, FY16, FY17 & FY18
If modification, Effective Date of Mod. _____ No. of Mod. _____

Program: Master Lease Hotel contract - Support Services for THC NCNC and CNC Hotels

Budget Reference Page No.(s)					TOTAL
Program Term	7/1/14 - 6/30/15	7/1/15-6/30/16	7/1/16-6/30/17	7/1/17-6/30/18	7/1/14-6/30/18
Expenditures	All Hotels	All Hotels	All Hotels	All Hotels	
Salaries & Benefits	\$1,448,464	\$2,046,261	\$2,771,507	\$2,771,507	\$9,037,739
Operating Expense	\$314,989	\$155,828	\$173,551	\$173,551	\$817,919
Subtotal	\$1,763,453	\$2,202,089	\$2,945,058	\$2,945,058	\$9,855,658
Indirect Percentage (%) of direct cost (Line 16)	9.50%	9.50%	9.50%	9.50%	9.50%
Indirect Cost	\$167,530	\$275,128	\$279,781	\$279,781	\$1,002,220
Capital Expenditure	\$0	\$747,621			\$747,621
Total Expenditures	\$1,930,983	\$3,224,838	\$3,224,839	\$3,224,839	\$11,605,500
HSH Revenues					
General Fund	\$1,930,983	\$3,224,838	\$3,224,839	\$3,224,839	\$11,605,500
TOTAL HSH REVENUES	\$1,930,983	\$3,224,838	\$3,224,839	\$3,224,839	\$11,605,500
Other Revenues					
TOTAL OTHER REVENUES	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL REVENUES	\$1,930,983	\$3,224,838	\$3,224,839	\$3,224,839	\$11,605,500

Prepared by: Wynne Tang, Director of Finance 415-885-3286 x111 Date:

2/1/2017

Review Signature: _____

HSH #1

3/1/2008



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2016

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 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).

PRODUCER Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello	CONTACT NAME: Daniel J. Costello PHONE (A/C, No, Ext): 415-493-2500 E-MAIL ADDRESS:	FAX (A/C, No): 415-493-2505
	INSURER(S) AFFORDING COVERAGE	
INSURED Tenderloin Housing Clinic, Inc 126 Hyde Street San Francisco, CA 94102	INSURER A : NIAC	
	INSURER B : Travelers Property Casualty	
	INSURER C : Travelers Indemnity Company	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC #

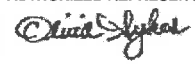
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2016-07413-NPO	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ incl
A	<input checked="" type="checkbox"/> Prof liab <input checked="" type="checkbox"/> Incl Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			\$1M/\$2M \$1M/\$1M			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		2016-07413-NPO	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2016-07413-UMB-NPO	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XJUB-3893T97-7-16	05/01/2016	05/01/2017	<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
C	Crime			105924681	05/01/2016	05/01/2018	EE Dishon 500,000 Ded. 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See NOTEPAD for complete Additional Insured wording. (Funding)

CERTIFICATE HOLDER **CANCELLATION**

BLANK-1 City & County of San Francisco Human Services Agency (HSA) Office of Grant Management P.O. 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 
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NOTEPAD

INSURED'S NAME Tenderloin Housing Clinic, Inc

TENDE-2
OP ID: OS

PAGE 2
Date 10/06/2016

SEXUAL ABUSE AND MOLESTATION:
COMPANY: NIAC
POLICY NUMBER: 2016-07413- NPO
EFFECTIVE: 05/01/16 TO 05/01/17
LIMITS: \$1,000,000 - EACH CLAIM
\$2,000,000 - AGGREGATE

NOTEPAD:HOLDER CODE **BLANK-1**
INSURED'S NAME **Tenderloin Housing Clinic, Inc**TENDE-2
OP ID: OSPAGE 3
Date **10/06/2016**

City and County of San Francisco and its officers, employees and agents are included as Additional Insureds for General Liability and Auto Liability but only with respects to operations performed by or on behalf of the Named Insured, per attached Endorsements CG 20 26 04 13 and NIAC-A1(3/91).

General Liability and Auto Liability insurance is Primary and applies separately to each insured, except with respects to limits of liability, per attached Endorsements NIAC-E61 12 15 and CA 00 01 10 13.

A Workers Compensation Waiver of Subrogation applies, per attached Endorsement WC 04 03 06 (01) - 001.

LAWYERS PROFESSIONAL LIABILITY:

Company: AIX Specialty Insurance Company
Policy Number: LIA9144869 01
Effective: 05/01/16 TO 05/01/17
Limits: \$2,000,000 - Each Wrongful Act/\$2,000,000 - Aggregate
Deductible: \$1,000 - Each Claim

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2016-07413-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your negligent acts or omissions; or
 2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

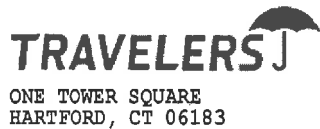
d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.





**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) – 001

POLICY NUMBER: (XJUB-3893T97-7-16)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 0.000 % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO AND ITS OFFICERS, EMPLOYEES AND AGENTS HUMAN SERVICES AGENCY (HSA) OFFICE OF GRANT MANAGEMENT P.O. BOX 7988 SAN FRANCISCO, CA 94120	AS THEIR INTERESTS MAY APPEAR (FUNDING)

DATE OF ISSUE: 10-06-16

ST ASSIGN: