

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND EPISCOPAL COMMUNITY SERVICES

THIS AMENDMENT (this "Amendment") is made as of March 3, 2017, in San Francisco, California, by and between **Episcopal Community Services, 165 Eighth Street, 3rd Floor, San Francisco, CA 94103**, 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 for the Cost of Doing Business adjustment, Alder rent increases, and operating increases to the CNC 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 Twenty-One Million, Five Hundred Ten Thousand, Three Hundred Sixty-Four Dollars (\$21,510,364) 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 Two Million, One Hundred Fifty-One Thousand, Thirty-Six Dollars (\$2,151,036) 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 Twenty-Three Million, Six Hundred Sixty-One Thousand, Four Hundred Dollars (\$23,661,400) 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 Twenty-Three Million, Eight Hundred Forty-Four Thousand, Nine Hundred and One Dollars (\$23,844,901) 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 Two Million, Three Hundred Eighty-Four Thousand, Four Hundred Ninety Dollars (\$2,384,490) 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 Twenty-Six Million, Two Hundred Twenty-Nine Thousand, Three Hundred Ninety-One Dollars (\$26,229,391) 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 \$21,510,364.

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 16.23 is hereby added in its entirety to read as follows:

16.23 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 2008-08/09 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

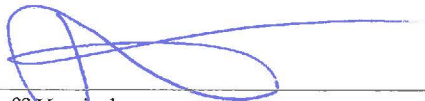
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2016.

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


Recommended by:



Jeff Kositsky
Director
Department of Homelessness and
Supportive Housing

GRANTEE

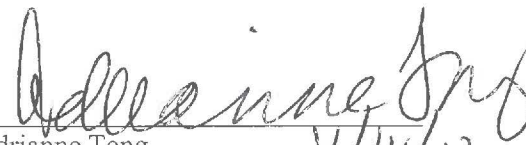
EPISCOPAL COMMUNITY SERVICES



Ken Reggio
Executive Director
165 Eighth Street, 3rd Floor
San Francisco, CA 94103
415-487-3300

Federal Tax ID #: 94-3096716
City Vendor Number: 07244
DUNS Number: 151172095

Approved as to Form:

By: 

Adrienne Tong
Deputy City Attorney
4/14/17

	A	B	C	D	E	F	G	H
1	HOMELESSNESS & SUPPORTIVE HOUSING (HSH)					Appendix B-1, Page 1		
2						Document Date: 3/13/17		
3	CONTRACT BUDGET SUMMARY BY PROGRAM							
4								
5	Contractor's Name					Contract Term:		
6	Episcopal Community Services of San Francisco					7/1/2014 - 6/30/2018		
7	(Check One) New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification <input checked="" type="checkbox"/>							
8	If modification, Effective Date of Mod. No. of Mod.							
9	Program: ECS Housing First Budget Summary (roll-up)							
10	Budget Reference Page No.(s)	7/1/14-6/30/2015	7/1/15-6/30/2016	7/1/16-6/30/2017	7/1/17-6/30/2018			7/1/14-6/30/2018
11	Program Term	HSH Funding	HSH Funding	HSH Funding	HSH Funding			Total
12	Expenditures							
13	Salaries & Benefits	\$1,188,973	\$1,353,407	\$1,449,294	\$1,483,824			\$5,475,498
14	Operating Expense	\$5,629,080	\$6,071,316	\$6,251,992	\$6,238,812			\$24,191,200
15	Subtotal	\$6,818,053	\$7,424,723	\$7,701,286	\$7,722,636			\$29,666,698
16	Indirect Percentage (%)	12%	12%	12%	12%			12%
17	Indirect Cost (Line 16 X Line 17)	\$818,167	\$860,831	\$924,155	\$926,714			\$3,529,867
18	Capital Expenditure		\$505,911	\$150,723				\$656,634
19								
20	Total Expenditures	\$7,636,220	\$8,791,465	\$8,776,165	\$8,649,350			\$33,853,200
21	HSH Revenues							
22	HSH Revenue	\$5,457,144	\$5,924,851	\$6,329,858	\$6,133,048			\$23,844,901
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34	TOTAL HSH REVENUES	\$5,457,144	\$5,924,851	\$6,329,858	\$6,133,048			\$23,844,901
35								
36								
37	Other Revenues							
38	Tenant Rent CAAP	\$909,852	\$0	\$327,732	\$716,244			\$1,953,828
39	Tenant Rent Non-CAAP	\$1,269,224	\$0	\$660,240	\$1,509,484			\$3,438,948
40	Other Revenues	\$0	\$212,090	\$224,702	\$290,574			\$727,366
41	Rental Income	\$0	\$2,220,250	\$1,233,633				\$3,453,883
42	Capital Fund	\$0	\$434,274	\$0				\$434,274
43	Total Other Revenues	\$2,179,076	\$2,866,614	\$2,446,307	\$2,516,302			\$10,008,299
44								
45								
46	Grand Total Revenues	\$7,636,220	\$8,791,465	\$8,776,165	\$8,649,350			\$33,853,200
47								
49								
50								
51	Prepared by: Lisa Liu					Date: 4/13/2017		
52	HSH-CO Review Signature:							
53	HSH #1							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

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).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596		CONTACT NAME: PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS:		
INSURED EPISCOM-02 Episcopal Community Services of San Francisco 165 8th Street, 3rd Floor San Francisco CA 94103		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nonprofits Insurance Alliance of Ca		1184
		INSURER B: Berkley Regional Insurance Company		29580
		INSURER C: Cypress Insurance Company		10855
		INSURER D: TRAVELERS CAS & SURETY CO		19038
		INSURER E:		
INSURER F:				

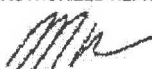
COVERAGES **CERTIFICATE NUMBER:** 497512448 **REVISION NUMBER:**

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 <input checked="" type="checkbox"/> \$0 Deductible <input checked="" type="checkbox"/> Social Svcs Prof GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		201602661NPO	7/1/2016	7/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 Sexual Abuse \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 checked="" type="checkbox"/> OTC/Coll(PD) <input checked="" type="checkbox"/> PD Ded:\$1000	Y		HHN852532910	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Liab. \$600,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE			201602661UMB	7/1/2016	7/1/2017	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	<input checked="" type="checkbox"/> 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	EPWC806023	4/1/2017	4/1/2018	<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
B D	Employee Theft (Primary) Employee Theft (Excess)			HHN852532910 105646510	7/1/2016 7/1/2014	7/1/2017 7/1/2017	Limit/Ded \$10K / \$1K Limit/Retention \$1M / \$10K

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

Re: As Per Contract or Agreement on File with Insured, Human Services Agency; and the City and County of San Francisco, its officers, employees and agents are included as an additional insured on General Liability and Automobile Liability policies per the attached endorsements, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER Human Services Agency Attn: Patrick Garcia P.O. Box 7988 San Francisco, CA 94120	CANCELLATION 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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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.

Policy Number: HHN852532910

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2016	Countersigned By: (Authorized Representative)
Named Insured: Episcopal Community Services of San Francisco	

SCHEDULE

Name and Address of Additional Insured:	Human Services Agency Attn: Patrick Garcia P.O Box 7988 San Francisco, CA 94120
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	

- A. **SECTION II – Who Is An Insured** is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give ten (10) days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

Important Information



Berkshire Hathaway
HOMESTATE COMPANIES

Insured

EPISCOPAL COMMUNITY SERVICES SAN FRANCISCO, INC. (A CORPORATION)
165 8TH STREET, 3RD FLOOR
SAN FRANCISCO, CA 94103

Agency

HEFFERNAN INSURANCE BROKERS
1350 Carlback Avenue
Walnut Creek, CA 94596

Changes to Your Workers' Compensation Policy with Cypress Insurance Company

Policy Number EPWC703595

Policy Period

From April 1, 2016 to April 1, 2017, 12:01 AM, standard time at the insured's mailing address.

Type of Endorsement

Added Forms effective 04/01/2016

WC_990402C - California Waiver FILLIN

Added Waiver of Subrogation effective 04/01/2016

Name: City and County of San Francisco; Job Description: Provide funding for the insured

Added Waiver of Subrogation Class Code effective 04/01/2016

State: CA; Code: 8868 Colleges/Schools-private

Changed Waiver of Subrogation Payroll effective 04/01/2016

State: CA; Code: 8804 Substance Use Disorder Recovery Hom

Added WC Forms effective 04/01/2016

CA Waiver of right to End

Premium change: \$ 325.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective See Above

Policy No. EPWC703595

Endorsement No. 4

Insured EPISCOPAL COMMUNITY SERVICES SAN FRANCISCO, INC. (A CORPORATION)

Premium

Insurance Company

Countersigned by _____

Cypress Insurance Company

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 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Specific Waiver**

Person/Organization: City and County of San Francisco

Job Description: Funding requirement

Waiver Premium: 350.00

Class	State	Payroll Subject to Waiver
8804	CA	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2017

Policy No.: EPWC806023

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

WC 99 04 02C

Countersigned by _____

(Ed. 9-14)