

Grant Number: 202309-290576

Organization Name: San Francisco Office of the City Attorney

GRANT AGREEMENT

Grant Number: 202309-290576

Please use this number in all correspondence

San Francisco Foundation ("Grantor") is pleased to make a Core Operating Support grant in the amount of \$ 200,000 to San Francisco Office of the City Attorney ("Grantee") subject to the terms and conditions provided in this Agreement.

Acceptance of Grant

The conditions set forth below are deemed to be agreed to by the grantee if the grantee accepts any payment. **No payments will be released until a signed copy of the Agreement is returned to the Foundation and any special conditions are met.**

Contact

Rebekah Krell

Grantee

San Francisco Office of the City Attorney
San Francisco, California 94102

San Francisco Foundation Grant Contact

Khanh Russo - krusso@sff.org

Grant Amount

\$ 200,000 for 24 months

Date Approved

November 09, 2022

Grant Period

July 1, 2023 - June 30, 2025

Grant Purpose

For general operating support of the San Francisco City Attorney's enforcement of consumer protection, housing, workers' rights, and environmental protection laws.

Outcomes and Activities

Outcome #1: Legislative advocacy efforts and collective impact will be strengthened through the establishment of a statewide alliance of civil prosecutors and identification and implementation of tools to aid civil enforcement efforts.

Grant Conditions (Financial Accounting Treatment Only)

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While grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular measurable goal or metric, unless that condition is specifically identified in Special Conditions below.

Tax-Exempt Status

It is understood that Grantee is exempt from tax as a government entity. This status has been confirmed by Grantor. This grant is contingent on Grantee maintaining tax-exempt status as a government entity.

Use of Grant Funds

Grantee agrees to use all grant funds exclusively for charitable, scientific, literary or educational purposes consistent with Section 501(c)(3) and Section 170(c)(2)(B) of the Code or authorized governmental purpose.

This grant is not earmarked or designated for transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence between Grantor and Grantee. While Grantee accepts full discretion and control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions, these funds may be spent only in accordance with the provisions of this Agreement. Expenditure of grant funds is subject to modification only with the prior written approval of Grantor.

Prohibitions on Use

Grantee agrees that at no time will any grant funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Code Section 527(e)(2); (iii) for any activity that is in violation of federal, state or local law or any effort to induce or encourage violations of law or public policy; (iv) to cause any private inurement or improper private benefit to occur; or (v) in any manner inconsistent with charitable and educational purposes defined under Code Section 501(c)(3) or governmental purpose.

Grantee may expend up to \$50,000.00 of the grant funds to conduct lobbying activities to influence legislation within the meaning of Code Section 501(c)(3) and the regulations thereunder, including Section 1.501(c)(3)-1(c)(3)(ii).

If any grant funds are provided to another organization, Grantee shall notify Grantor of the transfer in advance and ensure that such grantee complies with all of the terms and conditions of this Agreement.

Annual Check-in Requirements

Guidelines and forms for annual check-ins with your application lead are available on the Foundation's grantee portal at <https://sff.fluxx.io> under the Request Reports section. Your application lead will provide guidance on check-ins for your grant. If you need to extend the grant period or request changes in the payment schedule or budget, please contact your application lead – (krusso@sff.org) and copy programs@sff.org.

Grant Check-In Due Dates

Check-In Due
Annual Check-in - Conversational

Due By
December 01, 2023

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Annual Check-in

December 01, 2024

Payment Schedule

Payments will be made on the schedule below if reports have been submitted on the dates requested.

Payment Amount
\$ 200,000

Due Date
Upon receipt of signed Grant Agreement

Marketing and Communications

The San Francisco Foundation believes that the strategic use of communications and storytelling is core to achieving success in the work that we do together to expand opportunity in the Bay Area. We have established communications guidelines to help us learn about – and celebrate – each other's work during the grant period. Please visit sff.org/communications-guidelines for details on how to include SFF in your communications and how to be featured in SFF communications.

Return of Funds

Any funds not expended or committed for the purposes of this grant, or within the period stated earlier, must be returned to Grantor. Grantor will notify Grantee if it determines, after careful consideration of the information available to it, that the grant is not being used for the purposes specified or is not reasonably in the interest of the general public.

Legal Compliance

Grantee shall comply with all federal, state and local laws applicable to the activities undertaken with the grant funds, and shall take all reasonable steps necessary to ensure participants in grant-funded activities comply with such laws.

Recordkeeping

Grantee shall take reasonable steps to maintain records related to this Agreement. No more than once per twelve (12) month period (unless exceptional circumstances arise), Grantor, its designated representatives, its auditors or legal counsel the right to examine such records and speak to relevant personnel upon reasonable advanced notice, during Grantee's business hours, to confirm compliance with the terms of the Agreement. Grantee agrees to retain records in accordance with its document retention policy, but in no case less than six (6) years after the conclusion of the grant period.

Entire Agreement

This Agreement contains the entire understanding between Grantor and Grantee regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

Modification or Amendment

Requests for amendment or modification to the grant must be submitted in advance. The Grantee must do this by email to programs@sff.org, including the grant number in any the email. Formal notification of whether requests have been approved will be issued by email.

Please return your signed agreement to grantsmanagement@sff.org.

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November 09, 2022

The San Francisco Foundation

Date



3/23/2023

Katharine Porter

Date

Authorized Signatory

By Signing this Agreement the Authorized Signatory acknowledges that they have read and understood the agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all of the terms and conditions of this Agreement.