

File No. 260559

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date June 3, 2026

Board of Supervisors Meeting Date _____

Cmte Board

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☒	☐	<u>Original Grant Agreement 11/21/2022</u>
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☒	☐	<u>OEWD Presentation 6/2/2026</u>
☐	☐	_____
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Completed by: Brent Jalipa Date May 28, 2026

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Retroactive - Bay Area Community Resources, Inc. -
2 Community Economic Recovery Hubs - Not to Exceed \$16,779,999]

3 **Resolution retroactively approving Amendment No. 4 to a grant agreement between the**
4 **Office of Economic and Workforce Development and Bay Area Community Resources**
5 **(BACR) for management of the Community Economic Recovery Hubs grant; to**
6 **increase the contract amount by \$1,500,000 for a total not to exceed amount of**
7 **\$16,779,999 for the period of July 1, 2022, through June 30, 2026, effective upon**
8 **approval of this Resolution by the Board of Supervisors; and to authorize the Executive**
9 **Director of the Office of Economic and Workforce Development to enter into**
10 **amendments or modifications to the contract prior to its final execution by all parties**
11 **that do not materially increase the obligations or liabilities to the City and are**
12 **necessary to effectuate the purposes of the contract.**

13
14 WHEREAS, The Office of Economic and Workforce Development (OEWD) selected
15 Bay Area Community Resources, Inc. (BACR) through a Request for Proposals to provide as-
16 needed project support services under that certain Grant Agreement by and between City and
17 BACR, dated as of November 21, 2022 (Original Agreement), as amended by that certain
18 First Amendment to Grant Agreement, dated as of October 1, 2023 (Amendment No. 1), as
19 amended by that certain Second Amendment to Grant Agreement, dated as of July 31, 2024
20 (Amendment No. 2), which increased the contract amount to \$14,779,999 as authorized by
21 Board of Supervisor's Resolution No. 450-24, adopted on September 3, 2024, as further
22 amended by that certain Third Amendment to Grant Agreement, dated as of January 1, 2026,
23 which increased the contract amount to \$15,279,999; the Original Agreement, together with
24 Amendment No. 1, Amendment No. 2, and Amendment No. 3, are collectively referred to as
25 the "Agreement," and have a term of four years; and

1 WHEREAS, Under the Agreement, BACR is to provide Community Economic
2 Recovery Hubs services, and continue to establish neighborhood-based points of entry into
3 the public workforce system, affiliated government agencies, and community-based
4 organizations for information, referral and delivery of essential workforce services for a four-
5 year period; and

6 WHEREAS, Through Amendment No. 4, OEWD wishes to increase the Agreement
7 amount by \$1,500,000 for a total not to exceed amount of \$16,779,999; and

8 WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of
9 Amendment No. 4 because it will have an impact of more than \$500,000 to the Agreement;
10 now, therefore, be it

11 RESOLVED, That in accordance with Charter, Section 9.118, the Board of Supervisors
12 hereby retroactively authorizes the Executive Director of OEWD, on behalf of the City and
13 County of San Francisco, to amend the Agreement with BACR to increase the Agreement
14 amount by \$1,500,000 for a total not to exceed amount of \$16,779,999 for a term
15 commencing on July 1, 2022, through June 30, 2026; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors authorizes OEWD to enter into
17 any amendments or modifications to Amendment No. 4, prior to its final execution by all
18 parties, that the Department determines, in consultation with the City Attorney, are in the best
19 interest of the City, do not otherwise materially increase the obligations or liabilities of the City,
20 are necessary or advisable to effectuate the purposes of the contract, and are in compliance
21 with all applicable laws; and, be it

22 FURTHER RESOLVED, That within thirty (30) days of Amendment No. 4 being fully
23 executed by all parties, the Executive Director of OEWD and/or the Director of Office of
24 Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for
25 inclusion in the official file (File No. 260559).

Item 2 File 26-0559	Department: Office of Economic Workforce Development (OEWD)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would approve Amendment No. 4 to the grant agreement between OEWD and Bay Area Community Resources (BACR) for management of the COVID-Response Hub Coordinator grant, with no change to the term, and increasing the not-to-exceed amount by \$1,500,000, for a total not to exceed \$16,779,999. Key Points - Under the grant agreement, BACR and its subcontractors operate the three Community Economic Recovery Hubs in the Mission, Excelsior, and Visitacion Valley. BACR and its subcontractors provide assessment and intake services, workforce referral services (such as for job training and placement), and services referrals (such as for safety net programs). Although the grant allows for distribution of gift cards, OEWD staff report no gift cards have been issued since FY 2023-24. - For FY 2025-26, BACR has a goal of providing assessments and enrollments in services to 3,740 participants. As of April 2026, the program has recorded 2,443 enrollments for FY 2025-26, or 65 percent of the goal at 75 percent through the fiscal year. In FY 2024-25, the program had a goal to serve 5,600 participants and OEWD reports that 7,150 were enrolled in services. We note that 7,150 is exactly half of the two-year goal of 14,300 participants in the grant agreement for FY 2023-24 – FY 2024-25 Fiscal Impact - The proposed \$1.5 million is to pay for program costs in FY 2025-26. OEWD did not establish a budget for this grant in FY 2025-26 and was unable to provide line-item actual spending detail or spending by BACR and its subcontractors for the proposed \$1.5 million. The contract is funded by a FY 2025-26 General Fund add-back for workforce programs. Policy Consideration - OEWD is requesting approval to retroactively add \$1.5 million to a grant agreement for services already rendered but not yet reimbursed, without a budget, without actual spending data, and questionable performance data. The funding will be used to pay BACR and two subcontractors, but only one of the subcontractors is permitted in the current and proposed versions of the grant agreements. Recommendations - Request OEWD: (a) Remove all references to gifts cards in the proposed grant amendment; (b) Validate the FY 2024-25 participant data for this grant; (c) Provide line-item spending detail and spending by BACR and any subcontractor for FY 2025-26 for this grant; (d) Clarify the permitted FY 2025-26 subcontractors for the grant and update the grant agreement to reflect the permitted subcontractors; (e) Commit to establishing line-item budgets for all of its grant agreements. - Do not approve the proposed resolution until OEWD fulfills all the above recommendations.	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years or (2) requires expenditures of \$10 million or more is subject to Board of Supervisors approval.

BACKGROUND

In April 2022, the Office of Economic and Workforce Development (OEWD) issued a Request for Proposals (RFP) to award economic and workforce development grants. The RFP had 24 grant program categories, including for awarding a COVID-Response Resource Hub Coordinator contract. OEWD received two proposals within this category and an evaluation panel scored them, as shown in Exhibit 1 below.¹

Exhibit 1: Proposals and Scores from RFP

Proposer	Score (Out of 100 Points)
Bay Area Community Resources	91.88
FACES SF	61.25

Source: OEWD. Proposals were scored on applicant qualifications and staff assignments (30 points), approach, activities and outcomes (40 points), performance measurement and reporting (15 points), and financial management and budgeting (15 points).

Bay Area Community Resources (BACR) was deemed the highest scoring proposer and was awarded a contract. In November 2022, OEWD retroactively executed a grant agreement with BACR for a term of one year, from July 2022 through June 2023, and an amount not to exceed \$8.25 million. In October 2023, OEWD retroactively executed the first amendment to the grant agreement, extending the term by one year through June 2024, and increasing the not-to-exceed amount of the grant to \$9.99 million. In July 2024, the Board of Supervisors retroactively approved the second amendment to the grant, increasing the value to \$14.8 million and extending the term through June 2025 (File 24-0739). In January 2026, OEWD administratively extended the agreement to June 2026 and increased the contract value to \$15.3 million. OEWD is again seeking retroactive approval to amend the contract to add \$1.5 million of funding for FY 2025-26.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 4 to the grant agreement between OEWD and Bay Area Community Resources (BACR) for management of the COVID-Response Hub Coordinator grant, with no change to the term, and increasing the not-to-exceed amount by \$1,500,000, for a total not to exceed \$16,779,999.

The resolution also authorizes OEWD to make further amendments to the grant agreement that do not otherwise materially increase the obligations or liabilities of the City.

¹ The evaluation panel included two Program Specialists from OEWD, a Data and Community Development Analyst from the Human Rights Commission, and the San Francisco Bay Area Director of Development from Juma Ventures.

Scope of Services

Under the grant agreement, BACR operates the following three Community Economic Recovery Hubs, which are each open two days per week. A previously funded site in the Bayview closed in FY 2024-25.

- Mission Hub, located at 701 Alabama Street;
- Excelsior Hub, located at 4834 Mission Street; and
- Visitacion Valley Hub, located at 150 Executive Park Boulevard.

OEWD states that BACR works with the following two subcontractors to operate the hubs: (1) Mission Language Vocational School (MLVS) and (2) Mission Economic Development Agency (MEDA). However, only MLVS is a permitted subcontractor in the current agreement and proposed amendment.

The resource hubs are intended to provide low-income, unemployed, underemployed, and dislocated workers with support and referral services. BACR and its subcontractors provide assessment and intake services for each new participant to determine program eligibility and needs. Workforce connection referral services include referrals to employment and job placement assistance, sector trainings, job readiness services, and subsidized and boot camp programming (for young adults). Services referrals include referrals to housing, unemployment insurance, public benefits, transportation assistance, and educational services. Although the grant allows for distribution of gift cards, OEWD staff report no gift cards have been issued since FY 2023-24. Given the high-risk nature of gift cards, we recommend OEWD remove any reference to gift cards from the grant agreement.

In February 2026, OEWD issued a Request for Proposals for Workforce Development Programs, including for central job centers. The Department issued funding award letters in late May 2026. The work currently being carried out by the hubs will be integrated into eight job centers.

Program Performance

The current grant requires that BACR collect and store program data and report such data to OEWD on a monthly basis, including participants provided intake/assessment, enrolled in services, provided supportive services, and provided referral services. For FY 2025-26, BACR has a goal of providing assessments and enrollments in services to 3,740 participants. As of April 2026, the program has recorded 2,443 enrollments for FY 2025-26, or 65 percent of the goal at 75 percent through the fiscal year. In FY 2024-25, the program had a goal to serve 5,600 participants and OEWD reports that 7,150 were enrolled in services. We note that 7,150 is exactly half of the two-year goal of 14,300 participants in the grant agreement for FY 2023-24 – FY 2024-25 and recommend OEWD validate FY 2024-25 participant data.

OEWD completed program monitoring for FY 2024-25, which included interviews with BACR staff, a review of policies and procedures, a site visit, review of six client files, and interviews with three clients. No corrective actions were identified. Program monitoring was for BACR programs in general and not specific to this grant agreement.

DCYF staff reviewed BACR's financial documents as part of the FY 2024-25 Citywide Fiscal and Compliance Monitoring program. The review initially found that BACR did not have 30 days of operating cash and did not notice board meetings per City standards. In FY 2025-26, BACR received a good performance waiver from Fiscal and Compliance Monitoring.

FISCAL IMPACT

The proposed fourth amendment would increase the not-to-exceed amount of the grant agreement by \$1,500,000, for a total not to exceed \$16,779,999. OEWD did not establish a budget for this grant in FY 2025-26 and was unable to provide line-item actual spending detail or spending by BACR and its subcontractors for the proposed \$1.5 million. The contract is funded by a FY 2025-26 General Fund add-back for workforce programs.

The Board of Supervisors should not approve the proposed resolution without detail on what the \$1.5 million will be used for, including what types of expenses have been incurred, whether they are eligible for reimbursement, and whether they were incurred by BACR or a valid subcontractor.

POLICY CONSIDERATION

OEWD is requesting approval to retroactively add \$1.5 million to a grant agreement for services already rendered, without a budget, without actual spending data, and questionable performance data. The funding will be used to pay BACR and two subcontractors, but only one of the subcontractors (Mission Language Vocational School) is permitted in the current and proposed versions of the grant agreements. The delay in adding funding to the grant means that BACR and its subcontractors have been providing services without reimbursement since approximately September 2025. The Board of Supervisor should understand the use of requested \$1.5 million before approving the proposed resolution.

RECOMMENDATIONS

1. Request OEWD:
 - a. Remove all references to gifts cards in the proposed grant amendment.
 - b. Validate the FY 2024-25 participant data for this grant.
 - c. Provide line-item spending detail and spending by BACR and any subcontractor for FY 2025-26 for this grant
 - d. Clarify the permitted FY 2025-26 subcontractors for the grant and update the grant agreement to reflect the permitted subcontractors.
 - e. Commit to establishing line-item budgets for all of its grant agreements.
2. Do not approve the proposed resolution until OEWD fulfills all of the above recommendations.

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

FOURTH AMENDMENT TO GRANT AGREEMENT

BETWEEN

**CITY AND COUNTY OF
SAN FRANCISCO**

AND

**BAY AREA COMMUNITY RESOURCES, INC.
FSP CONTRACT NUMBER: 1000026242
COVID-RESPONSE RESOURCE HUBS**

**THIS IS A DRAFT AMENDMENT – FINAL VERSION PENDING BOS APPROVAL AND UPDATED FY
BUDGET**

This AMENDMENT of the **NOVEMBER 21, 2022** Grant Agreement (the "Agreement") is dated as of **JUNE 1, 2026** and is made in the City and County of San Francisco, State of California by and between **BAY AREA COMMUNITY RESOURCES, INC.**, a California nonprofit public benefit corporation ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT ("Department" or "OEWD").

RECITALS

WHEREAS, the Agreement was competitively procured as required through **Request for Proposals RFP 223, Program Area W - Covid Response Resource Hub Coordinator**, issued on **April 19, 2022**, in which City selected Grantee as **the highest qualified pursuant to the RFP**, and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement by **[RESOLUTION # TBD]** on **[if approved] May 19, 2026**; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee intended for this Amendment to start on **JULY 1, 2026**; and

WHEREAS, City and Grantee are just now executing this Amendment due to administrative related delays; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the terms and conditions of the Agreement, despite the delayed execution; and

WHEREAS, any expenditures by Grantee prior to execution of this Amendment were made at Grantee's risk and shall not be reimbursed unless the City, in its sole reasonable discretion, determines that those expenditures are Eligible Expenses under the Agreement; and

WHEREAS, City and Grantee intend for this Amendment to cover the period of **JULY 1, 2022** to **JUNE 30, 2026**, despite this delay; and

WHEREAS, City and Grantee desire to enter this Amendment to memorialize their continued relationship and modify the Agreement to **update grant amount, change the scope of grantee's grant plan, update standard contractual clauses** of the Grant Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement.

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
- 2. Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contractors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.
- 3. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) Section 3.2.** ("Duration of Term") of the Grant Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) **Section 5.1.** Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed FIFTEEN MILLION TWO HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE Dollars (\$15,279,999).

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed SIXTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE Dollars (\$16,779,999).

*Such section is hereby amended to read as follows (changes in **bold**):*

(c) **Appendix A.** Appendix A, Budget, of the Grant Agreement, Appendix A-1, Budget, of the First Amendment, Appendix A-1, Budget, of the Second Amendment, Appendix A-2, Budget, of the Third Amendment is hereby replaced in its entirety by Appendix A-3 is hereby replaced in its entirety by Appendix A-3, Definition of Eligible Expenses, and Appendix B-4, Definition of Grant Plan, which is attached hereto and incorporated herein by this reference.

(d) **Appendix B.** Appendix B, Appendix B, Definition of Grant Plan, of the Grant Agreement, Appendix B-1, Definition of Grant Plan of the First Amendment, Appendix B-2, Definition of Grant Plan of the Second Amendment, Appendix B-3, Definition of Grant Plan of the Third Amendment, is hereby replaced in its entirety by Appendix B-4, Definition of Grant Plan and Budget, which is attached hereto and incorporated herein by this reference.

(e) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement, Appendix E-1, Permitted Subgrantees, of the First Amendment, Appendix E-2, Permitted Subgrantees, of the Second Amendment, Appendix E-3, Permitted Subgrantees, of the Third Amendment, is hereby amended to add by Appendix E-4, Permitted Subgrantees, which is attached hereto and incorporated herein by this reference.

4. Updates of Standard Terms to the Agreement. The Grant Agreement is hereby modified as follows:

(a) **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

“Application Documents” shall mean collectively: (i) the grant application and proposal submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.”

“Confidential Information” shall mean confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information”

“Deliverables” shall mean Grantee’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the services provided by Grantee to City during Grantee’s performance of the Agreement, including without limitation, the work product described in the Grant Plan.”

“Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, including social media publishing, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.”

(b) Article 4 Implementation of Grant Plan

(i) Section 4.3 Ownership of Results. Section 4.3 of the Agreement is hereby replaced in its entirety to read as follows:

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in Deliverables specified in the Grant Plan shall become the property of and be promptly transmitted to City unless the Grant Plan states that Grantee retains ownership of such Deliverables. Grantee shall retain ownership of all other work product created in connection with Grantee’s performance of the Agreement. Notwithstanding the foregoing, and in conjunction with Section 4.5, City has the right to inspect, display, distribute, exhibit, reproduce or otherwise use all Deliverables and work product, regardless of ownership rights, for governmental purposes and may retain copies for reference, reporting, and archival purposes. Grantee may retain and use copies of any City-owned Deliverables for reference and as documentation of its experience and capabilities.

(c) Article 5 Use and Disbursement of Grant Funds

(i) Section 5.3 Disbursement Procedures. Section 5.3 of the Agreement is hereby replaced in its entirety to read as follows:

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C. All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than 30 days after the end of each month, except for the last Funding Request of the fiscal year which must be submitted within 15 days before the end of July. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to

disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion.

(d) Article 6 Reporting Requirements; Audits; Penalties for False Claims

(i) Section 6.1 Regular Reports. Section 6.1 of the Agreement is hereby replaced in its entirety to read as follows:

6.1 **Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

(a) **Annual Economic Statement.** Grantee is a nonprofit organization that receives a cumulative total of at least \$1,000,000 annually from or through City, to provide direct services to the public, Grantee shall file with City Administrator, or otherwise make publicly available in a manner authorized by the City Administrator, an annual economic statement that complies with San Francisco Administrative Code Section 10.1.

(b) **Nonprofit Monitoring.** If Grantee is a nonprofit organization that receives a total of at least \$1,000,000 in funding from City in a fiscal year, Grantee must submit an audited balance sheet and related statement of income and cash flows for that fiscal year certified by an independent accounting firm within six months after the end of the fiscal year in compliance with San Francisco Administrative Code Section 10.6-1.

(ii) Section 6.5 Books and Records. Section 6.5 of the Agreement is hereby replaced in its entirety to read as follows:

6.5 **Books and Records.** Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

(iii) **Section 6.7 Submitting False Claims.** *Section 6.7 of the Agreement is hereby replaced in its entirety to read as follows:*

6.7 Submitting False Claims. Grantee shall only submit a Funding Request to City upon a good faith and honest determination that the funds sought are for Eligible Expenses, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who submits a False Claim as defined under Administrative Code Section 21.G.7(f) shall be liable to City for three times the higher of (A) the amount of damages that City sustains due to the False Claim, or (B) the amount of the False Claim. Any such Grantee shall also be liable to City for all costs, including attorneys' fees, of a civil action brought to recover any penalties or damages, and may be liable to City for a civil penalty of up to \$10,000 for each False Claim.

(e) Article 8 Representations and Warranties

(i) **Section 8.4(b) Conflict of Interest.** *Section 8.4(b) of the Agreement is hereby replaced in its entirety to read as follows:*

8.4(b) Only one member of an immediate family may serve as an officer, director or employee with Grantee's organization without City's prior written consent. Additional family members may be affiliated with Grantee with the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

(ii) **Section 8.5 No Other Agreements with City.** *Section 8.5 of the Agreement is hereby replaced in its entirety to read as follows:*

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof. Grantee shall promptly notify City of Grantee's interest in any other City contracts arising after execution of this Agreement that are substantially related to the services funded under the Grant Plan. Grantee shall not accept payment from any other City source for the work defined in the Grant Plan.

(iii) **Section 8.7 Eligibility to Receive Funds.** *Section 8.5 of the Agreement is hereby replaced in its entirety to read as follows:*

8.7 Eligibility to Receive Funds. Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Administrative Code Chapter 28.

(a) **Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

(f) Article 10 Insurance

(i) **RESERVED.**

(g) Article 12 Disclosure of Information and Documents

(i) **Section 12.1 (a) Proprietary or Confidential Information of City.** *Section 12.1(a) of the Agreement is hereby replaced in its entirety to read as follows:*

12.1 (a) **Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to Confidential Information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all Confidential Information disclosed to Grantee under this Agreement shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent entity would use to protect its own proprietary or confidential data. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all Confidential Information given to, or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data. In addition to the terms included in this section, Grantee will take further steps to protect the Confidential Information obtained through this Agreement, as stated in Appendix G.

(ii) **Section 12.2 Sunshine Ordinance.** *Section 12.2 of the Agreement is hereby replaced in its entirety to read as follows:*

12.2 **Sunshine Ordinance.** Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

(h) Article 13 Assignments and Subcontracting

(i) **Section 13.3 Subcontracting.** *Section 13.3 of the Agreement is hereby replaced in its entirety to read as follows:*

13.3 **Subcontracting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on

Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

(i) **Article 16 Compliance**

(i) **Health Care Accountability Ordinance.** *Article 16 is hereby amended to add the following:*

Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <https://www.sf.gov/departments-office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

(ii) **Access for People with Disabilities.** *Article 16 is hereby amended to add the following Section 16.22:*

16.22 Compliance with Laws Requiring Access for People with Disabilities.

(a) Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to people with disabilities. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights

legislation. Grantee shall not discriminate against people with disabilities in connection with all or any portion of the Grant Plan and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

(b) Grantee shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications, 28 C.F.R. Part 35, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and the applicable Revised Section 508 Standards published by the U.S. Access Board <https://www.access-board.gov/ict/>, as amended from time to time]. Grantee shall ensure that all digital content required by this Agreement that is posted on a public website or available through a mobile application fully conforms to 28 C.F.R. Part 35 [and the applicable Revised 508 Standard.

(j) **Article 17 Miscellaneous**

(i) **RESERVED.**

5. Effective Date. Each of the modifications set forth in Section 3 and 4 shall be effective on and after the date of this Amendment, **JULY 1, 2025.**

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Grant Agreement to be executed as of the date first mentioned above.

CITY	GRANTEE:
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT By: _____ Anne Taupier Executive Director Date: _____	<u>BAY AREA COMMUNITY RESOURCES, INC.</u> a California nonprofit public benefit corporation By: _____ Print Name: David Gallagher Date: _____
Approved as to Form: David Chiu City Attorney By: _____ Mary Kamikihara Deputy City Attorney Date: _____	Title: Chief Program Officer Federal Tax ID: 94-2346815 City Supplier Number: 0000024637

Appendix A-3 - Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

1. All Eligible Expenses must be:

- a. paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
- b. direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- c. reasonable, necessary, and directly aligned with the stated purpose of the contract or grant. Any costs deemed excessive, inconsistent with the contract’s objectives, or not representing a prudent use of public funds will be considered ineligible. Any shared costs must be allocated appropriately across program and administrative cost centers using a consistent and reasonable methodology to be deemed eligible.
- d. within the scope of the applicable Budget line item; and
- e. directly related to activities performed within the physical boundaries of the City and County of San Francisco, or directly benefiting City residents, unless otherwise specified in the Grant Plan.

2. Eligible Expenses may include:

- a. Grantee employees’ salaries and wages only for work performed under the Grant Plan, including fringe benefit costs and paid leave costs, appropriately allocated to the grant;
- b. Grantee’s allocated rent or related occupancy costs associated with building space, rental/lease of space used to run the program, and rent for main space and auxiliary space (such as performance or meeting halls or studios), that are necessary to perform work under the Grant Plan including allocated costs associated with facility upkeep, insurance, maintenance and/or janitorial services;
- c. appropriately allocated share of utilities related to work in the Grant Plan, such as gas, electricity, water, internet and telephone charges;
- d. materials, supplies and equipment such as computers, IT system, furniture, printers and/or photocopiers used in the operation of the program, consistent with the type of services provided by the program and related to and appropriately allocated to the Grant Plan;
- e. transportation and travel costs necessary for the operation of the program and consistent with the type of services provided by the program and related to the Grant Plan;
- f. eligible expenses incurred by authorized subgrantees, or agents on behalf of the Grantee, when use of subgrantee has been approved in the Grant Plan or otherwise authorized;
- g. other program expenses as stated in the Grant Plan; and
- h. appropriately allocated and allowable indirect cost.

3. Eligible Expenses shall specifically exclude:

- a. personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising, educational activities, or political activities as referenced in Section 16.1.1;
- b. entertainment costs for staff, including social activities, events or field trips that only benefit staff, staff celebrations, and food or meals for staff only;
- c. any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- d. parking/moving violation fines, penalties, late charges or interest on any late payments, credit card fees, bad debts including losses and related collection and legal costs;
- e. facilities or occupancy costs such as property taxes, loans against own property, and security deposits;
- f. taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;
- g. bottled water, sugar-sweetened beverages, alcoholic beverages, and tobacco products;
- h. bonuses or incentives offered to staff, paid sabbaticals for staff, severance payments to former staff, lump sum payouts of unused vacation or compensatory time;
- i. expenses not approved in the project budget, or expenses incurred outside the active dates of the Agreement; or
- j. unreasonable costs deemed excessive or not necessary for program objectives.

Appendix B-4 - Definition of Grant Plan and Budget

1. The term “Grant Plan” shall mean:

I. Purpose of Grant

Community Economic Recovery Hubs Overview

In order to sustain economic recovery efforts, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies, and community-based organizations for information, referral, and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network, depending on an individual’s needs.

Resources and referrals include (but are not limited to): employment and training, personal protective equipment, housing, unemployment insurance information, public aid assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process.

Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete the intake form that will inform the assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into the data tracker provided by OEWD. Enrollment into services establishes that Provider has documentation of the potential participant’s eligibility

and has determined the individual's participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Excelsior, Mission, and Visitation Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants who require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participants with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants' need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but are not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the

district, signing up for after-school programming, case management coordination at school campuses, etc.)

Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute, and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110

Excelsior Hub: 4834 Mission St., San Francisco, CA 94112

Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Excelsior, Mission, and Visitacion Valley Hubs:

Activity	PY 25-26 Goal	Description
Total Potential Participants for Intake and Assessments	3740	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	3740	Number of participants enrolled in services
Total Potential Participants Provided Support Services	3740	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Excelsior, Mission and Visitacion Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate

data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that complies with OEWD's specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts, including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*
 - i. *Participants provided with intake and assessment*
 - ii. *Participants enrolled*
 - iii. *Participants provided Supportive services*
 - iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider'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.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:

Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*
2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance
4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

All deliverables must be completed, submitted, and approved by the Project Manager before the end of the grant term in order to be eligible for payment. Project Manager has the ability to withhold payment if deliverables are not fully completed or satisfactory according to Grant Plan and agreement specifications.

2. Budget:

The Grant Plan includes the following Budget.

The budget below may be modified in OEWD's sole discretion. Approved budget modifications will not allow for additional funds or change in scope of work; such changes will require further approval and a formal amendment to the Agreement.

Funding History Chart

	G100	A1	A2	A3	A4
FY22-23	\$6,600,000.00				
FY23-24		3,399,999.00			
FY24-25			\$4,780,000.00		
FY25-26				500,000	\$1,500,000.00
Total NTE	\$6,600,000.00	\$9,999,999.00	\$14,779,999.00	\$15,279,999.00	\$16,779,999.00

Fiscal Year 2025-2026 Budget: [TBD]

Appendix E-4 - Permitted Subgrantees

Mission Language and Vocational School - Nonprofit Corporation - CA - Public Benefit

Subgrantees must comply with any and all state registration requirements and must be approved in writing in advance by OEWD, prior to any services being rendered or payment being issued.



June 3, 2026

Grant Agreement Amendment - Community Economic Recovery Hubs

**Ren Floyd-Rodriguez
Acting Deputy Director of Workforce Development**

San Francisco Office of Economic and Workforce Development

Economic Recovery Hubs Community Impact

- ❖ **Served 6,275 clients in FY24-25.**
- ❖ **Highest concentration of clients reside in neighborhoods with hubs (FY 24-25):**
 - **Outer Mission, Excelsior, OMI: 1,552**
 - **Mission: 940**
 - **Visitacion Valley: 561**

Introduction and Background on the Grant

- ❖ **Variety of support, intake, assessment, and referral services targeted to low -income and vulnerable communities.**
- ❖ **Primary grantee: Bay Area Community Resources, Inc.**
- ❖ **Economic Recovery Hub Sites: Three (3) locations in the Excelsior, Mission, and Visitation Valley neighborhoods.**
- ❖ **Point of Entry Access – public workforce system, affiliated government agencies, and community-based partners providing job placement assistance, sector trainings, post-secondary education, unemployment insurance assistance, housing assistance, public benefits registration and management, food, and transportation support.**
- ❖ **Transitioned from COVID emergency response to ongoing economic recovery.**

Request for Amendment Approval

- ❖ **Increase the contract amount by \$2,000,000 for a total not-to-exceed amount of \$16,779,999 for the period of July 1, 2025 through June 30, 2026.**
- ❖ **The agreement is an extension of existing services, and the resolution prevents a gap in service.**
- ❖ **BACR was selected through an RFP in November 2022 (original agreement). OEWD is re-procuring for these services in RFP 235 to begin July 1, 2026.**
- ❖ **First amendment to grant in October 2023 (increased to \$9,999,999).**
- ❖ **Second amendment to the grant in July 2024 (increased to \$14,779,999).**

Need for Retroactive Approval

Retroactive approval is requested to increase the contract amount for Bay Area Community Resources, Inc. (BACR) by \$2,000,000 (Amendment No. 3: \$500,000 and Amendment No. 4: \$1,500,000), for a total not-to-exceed amount of \$16,779,999 for the period of July 1, 2022 through June 30, 2026.

This agreement represents an extension of existing services, and retroactive authorization is necessary to prevent any gap in service delivery.

Thank You!



**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

BAY AREA COMMUNITY RESOURCES, INC.
FSP Contract Number: 1000026242

THIS GRANT AGREEMENT (“Agreement”) is made as of **NOVEMBER 21, 2022**, in the City and County of San Francisco, State of California, by and **BAY AREA COMMUNITY RESOURCES, INC.**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **COVID-RESPONSE RESOURCE HUBS COORDINATOR** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through COVID-19 Resource Hubs. The ongoing COVID-19 pandemic and relative variants continue to present many challenges to San Franciscans on the path to an equitable economic recovery. Resource Hubs will connect residents to essential services in San Francisco to build back better; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through a Request for Proposals (“RFP”) 223, Program Area W, issued on April 19, 2022 in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the City and Grantee intended for this Agreement to start on **JULY 1, 2022**; and

WHEREAS, the City and Grantee are just now executing this Agreement due to COVID-19 and administrative related delays; and

WHEREAS, the City and Grantee, each by their conduct, initiated their contractual relationship consistent with the terms and conditions of this Agreement, despite the delayed execution; and

WHEREAS, the City and Grantee intend for this Agreement to cover the period of **JULY 1, 2022 to JUNE 30, 2023**, despite this delay; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) **“ADA”** shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) **“Application Documents”** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.
- (d) **“Charter”** shall mean the Charter of City.
- (e) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (h) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant”** shall mean this Agreement.
- (m) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(n) **“Grant Plan”** shall have the meaning set forth in Appendix B.

(o) **“Indemnified Parties”** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

1.4 Order of Precedence. Grantee agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Grantee’s proposal dated May 19, 2022. The RFP and Grantee’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Grantee’s proposal. If the Appendices to this Agreement include any standard printed terms from the Grantee, Grantee agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Grantee’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Grantee’s proposal, and Grantee’s printed terms, respectively.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu

of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4

IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City

shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION SIX HUNDRED THOUSAND** Dollars (**\$6,600,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

Contingent Amount: "Contingent Amount" shall mean an amount not to exceed **\$1,650,000** in the City's sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to

the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$8,250,000**.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement.

Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

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

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all

necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall

terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12

DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13

ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or

obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other

purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:);

If to the Department or City: **CITY & COUNTY OF SAN FRANCISCO**
OFFICE OF ECONOMIC AND WORKFORCE
DEVELOPMENT
1 SOUTH VAN NESS AVE., 5TH FLOOR
San Francisco, CA **94103**
Attn: **CONTRACTS AND GRANTS UNIT**
Email: **OEWD.AP@SFGOV.ORG**

If to Grantee: **BAY AREA COMMUNITY RESOURCES, INC.**
171 CARLOS DRIVE
SAN RAFAEL, CA 94903
ATTN: MARTIN WEINSTEIN, CHIEF EXECUTIVE
OFFICER
EMAIL: MWEINSTEIN@BACR.ORG

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity,

domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages

assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with

this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community

membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

(a) Sugar-Sweetened Beverage Prohibition. Grantee agrees that it shall 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.

(b) Packaged Water Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

16.20 Contractor Vaccination Policy. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in the Contractor Vaccination Policy.

A Contract as defined in the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

Grantee has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Agreement is (or becomes) a Contract as defined in the Contractor Vaccination Policy, Grantee agrees that:

(1) Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds; and

(2) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

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, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Invoicing and Payment Instructions
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties

Article 7	Taxes	Article 12	Disclosure of Information and Documents
Article 8	Representations and Warranties	Section 13.4	Grantee Retains Responsibility.
Article 9	Indemnification and General Liability	Section 14.3	Consequences of Recharacterization.
Section 10.4	Required Post-Expiration Coverage.	This Article 17	Miscellaneous

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Reserved. (Dispute Resolution Procedure)

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

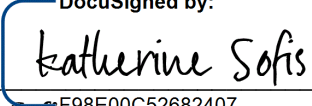
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

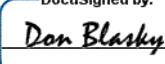
CITY

**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

GRANTEE:

**BAY AREA COMMUNITY RESOURCES,
INC.,** a **California** nonprofit public benefit corporation

By:  DocuSigned by:
Kate Sofis E98E00C52682407...
Executive Director

By:  DocuSigned by:
Don Blasky F8EAF6706FAF483...
Print Name: **Don Blasky**

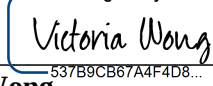
Title: Chief Program Officer

Approved as to Form:

Federal Tax ID #: 94-2346815

David Chiu
City Attorney

City Supplier Number: 0000024637

By:  DocuSigned by:
Victoria Wong 537B9CB67A4F4D8...
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made unless agreed to in writing between both parties);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Project Budget

Subcategory	Budget Line Item	Staff Last Name & Title	% of staff person budgeted to grant	General Fund
Personnel	Staff 1	Manager of Case Management - Maritza Arguello	100%	\$ 81,000.00
Personnel	Staff 2	Hub Specialist - Jose Emmanuel Marquez Ayala	65%	\$ 33,800.00
Personnel	Staff 3	Driver and Logistics Specialist - Carlos Aroche	75%	\$ 39,000.00
Personnel	Staff 4	Intake Lead - Nelida Barraza	100%	\$ 58,240.00
Personnel	Staff 5	Excelsior Resource Hub Coordinator - Alma Castellanos	100%	\$ 62,400.00
Personnel	Staff 6	Education Coordinator - Jacqueline Chavez	65%	\$ 33,600.00
Personnel	Staff 7	Case Manager - Jackelyne Carillo	100%	\$ 63,000.00
Personnel	Staff 8	Case Manager - Olivia Franco	100%	\$ 63,000.00
Personnel	Staff 9	Senior Resource Hub Manager - Maritza Gomez	100%	\$ 85,000.00
Personnel	Staff 10	Pacific Islander Hub Coordinator - Ana Mahina	100%	\$ 57,600.00
Personnel	Staff 11	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Personnel	Staff 12	Mission Resource Hub Coordinator - Greta Garcia	100%	\$ 38,506.66
Personnel	Staff 13	Education Coordinator - Mariela Gallardo	17%	\$ 29,033.00
Personnel	Staff 14	Intake Lead - Sofia Gutierrez	50%	\$ 29,120.00
Personnel	Staff 15	Excelsior Resource Hub Manager - Nancy Hernandez	100%	\$ 72,800.00
Personnel	Staff 16	Case Manager - Cynthia Howard	100%	\$ 63,000.00
Personnel	Staff 17	Intake Lead - Susana Hernandez	88%	\$ 51,432.00
Personnel	Staff 18	Career Coach - Joshua Bermudez Hernandez	50%	\$ 31,000.00
Personnel	Staff 19	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Personnel	Staff 20	Housing Unit Manager - Sharon Herrera	100%	\$ 72,916.66
Personnel	Staff 21	Housing Specialist - Ana Ruth Valle	100%	\$ 58,240.00
Personnel	Staff 22	Public Benefits Coordinator - Andrea Rustrian	100%	\$ 5,970.00
Personnel	Staff 23	Public Benefits Specialist - Jocelyn Silezar	87%	\$ 45,000.00
Personnel	Staff 24	Public Benefits Specialist - Dara Montejo	50%	\$ 26,000.00
Personnel	Staff 25	Hub Specialist - Velasquez, Yuri	30%	\$ 15,600.00
Personnel	Staff 26	Manager of Outreach and Community Engagement	87%	\$ 63,699.93
Personnel	Staff 27	Estefania Lopez, LTF Internship Coordinator	50%	\$ 35,000.00
Personnel	Staff 28	Hub Relief Coordinator - Samantha Barillas	4%	\$ 2,577.00
Personnel	Staff 29	Education Manager - Ileana Moncada	17%	\$ 14,141.00
Personnel	Staff 30	Education Coordinator - Daysi Martinez	68%	\$ 2,212.75

Budget continued on next page.

Personnel	Staff 31	Housing Recruiter - Kimberly Ornelas	50%	\$	26,000.00
Personnel	Staff 32	Housing Coordinator - Ana Plaza	100%	\$	64,706.66
Personnel	Staff 33	Public Benefits Specialist - Connie Xotchil Pena	50%	\$	26,000.00
Personnel	Staff 34	Workforce Manager - Jenny Robles	75%	\$	54,562.00
Personnel	Staff35	Intake Lead - Zyrria Rosales	77%	\$	44,800.00
Personnel	Staff 36	Hub Specialist - Hector Rosales	40%	\$	20,800.00
Personnel	Staff 37	Pacific Islander Hub Manager - Gaynor Siataga	100%	\$	72,800.00
Personnel	Staff 38	Housing Negotiator - Alexia Saavedra	10%	\$	5,805.90
Personnel	Staff 39	Education Manager -		\$	-
Personnel	Staff 40	Intake Lead - Esperanza Tirrez	80%	\$	46,592.00
Personnel	Staff 41	Education Family Advocate - TBD	100%	\$	29,120.00
Personnel	Staff 42	Education Family Advocate - TBD	83%	\$	29,120.00
Personnel	Staff 43	Education Family Advocate - TBD	83%	\$	29,120.00
Personnel	Staff 44	Case Manager - Nelly Vasquez	100%	\$	63,000.00
Personnel	Staff 46	Career Coach - Everardo Velasquez	100%	\$	58,240.00
Personnel	Staff 47	SALLT Program Facilitator	25%	\$	14,400.00
Personnel	Staff 48	SALLT Program Facilitator	25%	\$	14,400.00
	Total budgeted FTE (column E) Total staff salaries by activity (columns F - Z)		33.21	\$	1,917,635.56
Subcategory	Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	\$	-
Personnel	Fringe benefits	all fringe combined		\$	479,408.89
Staff Expenses	Staff Development			\$	38,000.00
Staff Expenses	Staff Travel/Mileage/Per Diem			\$	2,200.00
		Total Staff Expenses		\$	2,437,244.45

Budget continued on next page.

Operating Costs				
Subcategory	Budget Line Item			
Equipment	Lease & Maintenance			\$ 6,200.00
Equipment	Purchase (Furnishings)			\$ 2,600.00
Equipment	Purchase (Computer/IT)			\$ 10,000.00
Facilities	Rent (main facility)			\$ 126,500.00
Indirect/Fees	Indirect Rate - Non-Federal			\$ 660,000.00
Office Supplies	Office Supplies			\$ 30,000.00
Program Supplies	Classroom Supplies			\$ 40,715.00
Other	Sub-Contract 1	MLVS		\$ 1,446,197.00
Other	Sub-Contract 2	YCD		\$ 160,000.00
Other	Sub-Contract 3	Good Sam		\$ 150,000.00
Other	Sub-Contract 4	Rafiki Coalition		\$ 150,000.00
Other	Sub-Contract 5	MEDA		\$ 150,000.00
Other	Food/Meals			\$ 14,000.00
Telecommunication	Cell Phone fees			\$ 13,000.00
Telecommunication	Telephone/Fax/Internet			\$ 2,500.00
Utilities	Gas/Electric/Water/Utilities			\$ 8,500.00
		Subtotal Operating expenses		\$ 2,970,212.00
Supportive Services	Stipends/Wages/Incentives			\$ 520,000.00
Supportive Services	Other			\$ 672,543.55
	Subtotals			Total GF
	Totals			\$ 6,600,000.00

Appendix B--Definition of Grant Plan COVID-Response Resource Hub Coordinator

The term “Grant Plan” shall mean

I. Purpose of Grant

COVID-Response Resources Hubs Overview

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through COVID-19 Resource Hubs. The ongoing COVID-19 pandemic and relative variants continue to present many challenges to San Franciscans on the path to an equitable economic recovery. Resource Hubs will connect residents to essential services in San Francisco to build back better.

The Resource Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies and community-based organizations for information, referral and delivery of essential services. The Resource Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network depending on an individual’s needs. Resources and referrals include (but not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aide assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Outreach and Recruitment Provider will implement outreach and recruitment strategies to increase awareness of Resource Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers that have been impacted by COVID-19. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD. Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ participation in Resource Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but not limited to) the following:

- Family Relief Fund
- Housing
- Unemployment Insurance
- Public Benefits
- Mental Wellness
- Legal Services
- Transportation Assistance
- Post-Secondary Education
- COVID Testing
- Personal Protective Equipment

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Supportive Services

Supportive Services: Provider will facilitate, distribute and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in-need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Resource Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110

Bayview Resource Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124

Excelsior Resource Hub: 4834 Mission St., San Francisco, CA 94112

Visitacion Valley Resource Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Bayview, Excelsior, Mission, and Visitacion Valley **Resource Hubs**:

Activity	Annual Goal	Description
Total Potential Participants for Intake and Assessments	12,000	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	12,000	Number of participants enrolled in services
Total Potential Participants Provided Support Services	12,000	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Bayview, Excelsior, Mission and Visitacion Valley Resource Hub Data and Evaluation

The Provider will utilize an OEWD standardized form, “Resource Hub Intake Assessment Tool” for eligibility criteria and proof of San Francisco Residence and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Bayview, Excelsior, and Mission Resource Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including: operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that is in compliance with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*
 - i. *Participants provided with intake and assessment*
 - ii. *Participants enrolled*
 - iii. *Participants provided Supportive services*

iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider'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.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:
Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*
2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:

- a. Budgeted amount (per contract budget or modification)
- b. Expenses for invoice period
- c. Expenses year-to-date
- d. % of budget expended
- e. Remaining balance

4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.

5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix C - Invoicing and Payment

- I. Contractor will submit all bills, invoices, performance reports and related backup documentation within 10 days after the month of service through the online electronic reporting system Total Grants Solution (TGS).
- II. Invoices shall include actual and accrued expenditures incurred during the month, unless otherwise specified.
 - A. Expenses shall be billed against appropriate and available budget line items as seen in TGS 7c2 by fund sources and service activities following the agency's cost allocation basis.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor's proposal and required in the contract.
 - C. Personnel expenditures will show position detail as required in 7c2 to include first and last name, position title, and percentage of FTE.
 - D. Invoices shall be electronically submitted by the Organizational Administrator. Agencies shall maintain their own list of authorized users (including level of permission) in the agency information section of TGS. This includes setting up new users, deactivating users, and adjusting permissions as appropriate.
 - E. All supporting documentation shall be uploaded onto TGS 7c2 and submitted with the invoice. In addition, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, receipts for purchases and expenses incurred, printout from the General Ledger of expenses (for regular expenses e.g.: rent, utilities, phone lines) and payroll records. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise.

Documentation should be uploaded and submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice and for any non-recurring expenditures (e.g. equipment purchases) and/or items that are unusually high in a specific month. Contractor shall supply additional specific documentation when requested by OEWD. Payroll information can be from a payroll service or a payroll ledger from the Contractor's accounting system.
- III. Failure to submit required reports by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and /or termination.

- IV. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- V. Contractor shall be prepared to submit a final cost reimbursement invoice which reconciles all charges for the program year in addition to covering the charges incurred for the final month of the contract term. If a refund is due OEWD, it must be submitted with the final invoice. OEWD will inform contractor of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. Contractor will prepare an annual report in consultation with OEWD.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.
 - B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.
 - C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- VII. Prior Written Approval
 - A. Nonexpendable property or equipment, including the purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services, with a per-unit single or cumulative cost totaling \$5000 or more within a twelve-month period and a useful life of more than one year ("Nonexpendable Personal Property"), of which a percentage of the cost is funded with federal sources, shall not be purchased unless granted prior approval. Prior approval is granted by the master funding agency (e.g. Department of Labor, or CA State of Employment Development Department). Grantees should anticipate equipment needs in order to submit requests early to account for the multiple required approvals. Expenses

may not be approved if items are purchased prior to the pre-approval being secured. Approval of budget plans that include equipment purchases DOES NOT constitute approval of the equipment request. Requests for pre-approvals shall be submitted to OEWD using the preapproval request form and process located on OEWD's Workforce Development Division's Directives website. If an approval letter is issued, funds can be used for purchases and the approval letter shall be included as invoice backup when grantee submits for billing. If a letter not approving a request for purchases is issued, the letter will specify the reason for the disapproval. If the request is not approved and/or an approval letter is not submitted with the monthly invoice to OEWD and equipment/property is billed, then the expenses may be disallowed.

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

Mission Language and Vocational School (MLVS)

Young Community Developers (YCD)

Good Samaritan

Rafiki Coalition for Health and Wellness

Mission Economic Development Agency (MEDA)

**FIRST AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
BAY AREA COMMUNITY RESOURCES, INC.**

COVID-RESPONSE RESOURCE HUBS

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **October, 2023**, in San Francisco, California, by and **between BAY AREA COMMUNITY RESOURCES, INC., a California Non-Profit Public Benefit Corporation** located at **171 Carlos Drive, San Rafael, California, 94903**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) 223, Program Area W: COVID Response Resource Hub Coordinator, issued on April 19, 2022, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the term of the Agreement expired as of **JUNE 30, 2023**; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, and update subgrantees** on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

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

a. Agreement. The term “Agreement” shall mean that certain Agreement dated **November 21, 2022** between Grantee and City.

b. 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 3.2. Duration of Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Such section is hereby amended and restated in its entirety to read as follows:

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.2. Such term shall end on **JUNE 30, 2024**, unless earlier terminated as provided herein.

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

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION SIX HUNDRED THOUSAND** Dollars (**\$6,600,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,650,000** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$8,250,000.**”

Such section is hereby amended and restated in its entirety to read as follows:

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (**\$9,999,999**) during the Term of the Agreement.”

- (c) **Section 16.20. of the Agreement is amended and restated in its entirety to read as “Reserved”.**

- (d) **Section 16.21 Compliance with Applicable Law.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

“16.21. Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws and regulations. Grantee agrees to maintain its good standing as a

corporation, nonprofit, LLC, partnership, JV, or similar legal entity at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement."

- (e) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,600,000**.

Such section is hereby amended to add Appendix A-I, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby amended to add Appendix B-I, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (g) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement lists the permitted subgrantees.

Such section is hereby superseded in its entirety by Appendix E-I, which is attached hereto and incorporated herein by this reference and lists the subgrantees to be permitted under this Amendment.

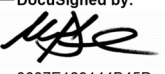
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **JULY 1, 2023**.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
By: 

8687E129144B45D...
Merrick Pascual

Merrick Pascual
Chief Financial Officer

GRANTEE:

By signing this Amendment, I certify on behalf of
Grantee and not in my individual capacity that
Grantee complies with the requirements of the
Minimum Compensation Ordinance, which entitle
Covered Employees to certain minimum hourly
wages and compensated and uncompensated time
off.

**BAY AREA COMMUNITY RESOURCES,
INC.,** a **California** nonprofit public benefit
corporation

DocuSigned by:
By: 

F8EAF6706FAF483...
Don Blasky

Name: **Don Blasky**

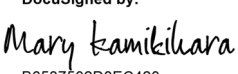
Title: Chief Program Officer

Federal Tax ID Number: 94-2346815

City Supplier Number: 0000024637

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: 

B6537502D8EC420...
Mary Kamikihara

Mary Kamikihara
Deputy City Attorney

Appendix A-1 Budget

Budget Line Item	Staff Last Name & Title	% of staff person budgeted to grant	General Fund
Staff 1	Hub Director - Maritza Gomez	100%	\$ 94,167.00
Staff 2	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Staff 3	Excelsior Resource Hub Manager - Nancy Hernandez	50%	\$ 40,000.00
Staff 4	Education Hub Manager - TBD	75%	\$ 60,000.00
Staff 5	Education Family Advocate - Susana Hernandez	77%	\$ 44,800.00
Staff 6	Education Family Advocate - Mariela Gallardo	63%	\$ 36,400.00
Staff 7	Education Family Advocate - Jacqueline Chavez	10%	\$ 5,600.00
Staff 8	Education Family Advocate - TBD (Excelsior)	77%	\$ 44,800.00
Staff 9	Education Services Coordinator - Layhing Reyes	100%	\$ 58,240.00
Staff 10	Manager of Case Management and Public Benefits - Maritza Arguello	100%	\$ 82,000.00
Staff 11	Case Manager - Olivia Franco	75%	\$ 48,360.00
Staff 12	Case Manager - Jackelyne Carillo	100%	\$ 64,480.00
Staff 13	Case Manager - Brenda Walker	12%	\$ 8,060.00
Staff 14	Case Manager - TBD	75%	\$ 48,360.00
Staff 15	Workforce Manager - Jenny Robles	69%	\$ 55,000.00
Staff 16	Career Coach - Everardo Velasquez	100%	\$ 64,480.00
Staff 17	Career Coach - Sebastian Tambo Vargas	90%	\$ 52,640.00
Staff 18	Career Coach - Kimberly Ornelas	100%	\$ 57,640.00
Staff 19	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Staff 20	Housing Unit Coordinator - Ana Plaza	100%	\$ 36,000.00
Staff 21	Housing Specialist - Ana Ruth Valle	100%	\$ 58,240.00
Staff 22	Housing Specialist - Nathalia Bedoya	96%	\$ 56,000.00
Staff 23	Public Benefits Specialist - Jocelyn Silezar	50%	\$ 26,000.00
Staff 24	Public Benefits Specialist - Dara Montejo	13%	\$ 6,500.00
Staff 25	Public Benefits Specialist - Connie Xotchil Pena	50%	\$ 26,000.00
Staff 26	Intake Lead - Zyrria Rosales	100%	\$ 58,240.00
Staff 27	Intake Lead - Nelida Barraza	100%	\$ 58,240.00
Staff 28	Intake Lead - Sabine Pimentel	100%	\$ 58,240.00
Staff 29	Intake - Kali Aroche	86%	\$ 46,680.00
Staff 30	Hub Support Specialist - Velasquez, Yuri	30%	\$ 15,600.00
Staff 31	Hub Support Specialist - Hector Rosales	40%	\$ 20,800.00
Staff 32	Hub Support Specialist - Jose Emmanuel Marquez Ayala	40%	\$ 20,800.00
Staff 33	Driver and Logistics Specialist - Carlos Aroche	75%	\$ 40,560.00
Staff 34	Driver and Logistics Specialist - Miguel Portillo	6%	\$ 3,600.00

Staff 35	Manager of Outreach and Community Engagement - Agustin Angel	100%	\$ 73,000.00
Staff 36	Estefania Lopez, LTF Internship Manager	49%	\$ 39,323.16
Staff 37	Pacific Islander Hub Manager - Ana Mahina	100%	\$ 60,695.00
Staff 38	Education Family Advocate - Asipesionau Finau (D10/Hut)	100%	\$ 58,240.00
Staff 39	SALLT Program Facilitator - Faafete Ia	38%	\$ 19,500.00
Staff 40	SALLT Program Facilitator - Mereta Seelua	38%	\$ 19,500.00
Total budgeted FTE (column E) Total staff salaries by activity (columns F - Z)		10.83	\$ 1,752,065.16
Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	
Fringe benefits	all fringe combined	0.25	\$ 438,015.29
Staff Development			\$ 18,000.00
Staff Travel/Mileage/Per Diem			\$ 2,500.00
	Total Staff Expenses		\$ 2,210,580.45
Operating Costs			
Budget Line Item			
Lease & Maintenance			\$ 6,200.00
Purchase (Furnishings)			\$ 2,600.00
Purchase (Computer/IT)			\$ 6,000.00
Rent (main facility)			\$ 126,500.00
Indirect Rate - Non-Federal			\$ 340,000.00
Office Supplies			\$ 9,000.00
Program Supplies			\$ 30,000.00
Sub-Contract 1	Mission Language and Vocational School		\$ 93,400.00
Sub-Contract 2	Young Community Developers		\$ 160,000.00
Sub-Contract 3	Good Samaritan		\$ 116,000.00
Sub-Contract 4	Mission Economic Development Agency		\$ 100,000.00
Food/Meals			\$ 18,000.00
Cell Phone fees			\$ 13,000.00
Gas/Electric/Water/Utilities			\$ 11,000.00
	Subtotal Operating expenses		\$ 1,031,700.00
Stipends/Wages/Incentives			\$ 65,000.00
Other Barrier Removal Costs			\$ 92,718.55
Subtotals			Total GF
Totals			\$ 3,399,999.00

Appendix B-1--Definition of Grant Plan Community Economic Recovery Hubs

The term “Grant Plan” shall mean

I. Purpose of Grant

Community Economic Recovery Hubs Overview

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies and community-based organizations for information, referral and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network depending on an individual’s needs.

Resources and referrals include (but not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aide assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Bayview, Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD.

Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Bayview, Excelsior, Mission, and Visitacion Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants need for essential services, Provider must successfully refer and directly connect individuals to identified services, and must provide participant with information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but are not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the district, signing up for after-school programming, case management coordination at school campuses, etc.)

Bayview, Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in-need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110
 Bayview Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124
 Excelsior Hub: 4834 Mission St., San Francisco, CA 94112
 Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Bayview, Excelsior, Mission, and Visitacion Valley **Hubs**:

Activity	Program Year 23-24 Goal	Description
Total Potential Participants for Intake and Assessments	6,375	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	6,375	Number of participants enrolled in services
Total Potential Participants Provided Support Services	6,375	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Bayview, Excelsior, Mission and Visitacion Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Bayview, Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including: operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that is in compliance with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*

b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*

- i. *Participants provided with intake and assessment*
- ii. *Participants enrolled*
- iii. *Participants provided Supportive services*
- iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners' monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider'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.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:

Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*

2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance
4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convenings. Participation in appropriate (optional and mandatory) Capacity

Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix E-1 Permitted Subgrantees

Mission Language and Vocational School (MLVS)

Young Community Developers (YCD)

Good Samaritan

Mission Economic Development Agency (MEDA)

[Grant Agreement Amendment - Retroactive - Bay Area Community Resources, Inc. - COVID-Response Resource Hub Coordinator - Not to Exceed \$14,779,999]

Resolution retroactively approving Amendment No. 2 to a grant agreement between the Office of Economic and Workforce Development and Bay Area Community Resources, Inc., for management of the COVID-Response Resource Hub Coordinator grant; to increase the contract amount by \$4,780,000 for a total not to exceed amount of \$14,779,999 for the period of July 1, 2022, through June 30, 2025; effective upon approval of this Resolution; and to authorize the Executive Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

WHEREAS, The Office of Economic and Workforce Development (OEWD) selected Bay Area Community Resources, Inc. (BACR) through a Request for Proposals to provide as needed project based support services under that certain Grant Agreement by and between City and BACR, dated as of November 21, 2022 (Original Agreement), as amended by that certain First Amendment to Grant Agreement, dated as of October 1, 2023 (Amendment No. 1), which increased the contract amount to \$9,999,999; the Original Agreement, together with Amendment No. 1 are collectively referred to as the "Agreement," and have a term of two-years; and

WHEREAS, Under the Agreement, BACR is to provide COVID-Response Resource Hub Coordinator services, and continue to establish neighborhood-based points of entry into the public workforce system, affiliated government agencies and community-based

1 organizations for information, referral and delivery of essential workforce services for a two-
2 year period; and

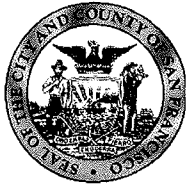
3 WHEREAS, Through Amendment No. 2, OEWD wishes to increase the Agreement
4 amount by \$4,780,000 for a total not to exceed amount of \$14,779,999, and to increase the
5 term for a term commencing on July 1, 2022, through June 30, 2025; and

6 WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of
7 Amendment No. 2 because it will cause anticipated expenditures under the Agreement to
8 exceed \$10,000,000; now, therefore, be it

9 RESOLVED, That in accordance with Charter, Section 9.118, the Board of Supervisors
10 hereby retroactively authorizes the Executive Director of OEWD, on behalf of the City and
11 County of San Francisco, to amend the Agreement with the Bay Area Community Resources,
12 Inc. to increase the Agreement amount by \$4,780,000 for a total not to exceed amount of
13 \$14,779,999 for a term of July 1, 2022, through June 30, 2025; and, be it

14 FURTHER RESOLVED, That Board of Supervisors authorizes OEWD to enter into any
15 amendments or modifications to Amendment No. 2, prior to its final execution by all parties,
16 that the Department determines, in consultation with the City Attorney, are in the best interest
17 of the City, do not otherwise materially increase the obligations or liabilities of the City, are
18 necessary or advisable to effectuate the purposes of the contract, and are in compliance with
19 all applicable laws; and, be it

20 FURTHER RESOLVED, That within thirty (30) days of Amendment No. 2 being fully
21 executed by all parties, the Executive Director of OEWD and/or the Director of Office of
22 Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for
23 inclusion in the official file (File No. 240739).



City and County of San Francisco
Tails
Resolution

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

File Number: 240739

Date Passed: September 03, 2024

Resolution retroactively approving Amendment No. 2 to a grant agreement between the Office of Economic and Workforce Development and Bay Area Community Resources, Inc., for management of the COVID-Response Resource Hub Coordinator grant; to increase the contract amount by \$4,780,000 for a total not to exceed amount of \$14,779,999 for the period of July 1, 2022, through June 30, 2025; effective upon approval of this Resolution; and to authorize the Executive Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

July 31, 2024 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

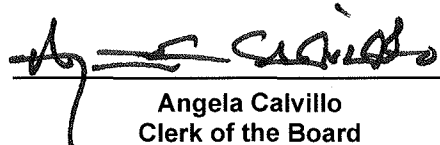
July 31, 2024 Budget and Finance Committee - RECOMMENDED AS AMENDED

September 03, 2024 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 240739

I hereby certify that the foregoing
Resolution was ADOPTED on 9/3/2024 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


London N. Breed
Mayor

9/13/24
Date Approved

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**THIRD AMENDMENT
TO GRANT AGREEMENT**

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**BAY AREA COMMUNITY RESOURCES, INC.
FSP CONTRACT NUMBER: 1000026242**

COVID-RESPONSE RESOURCE HUBS

This AMENDMENT of the **NOVEMBER 21, 2022 Grant Agreement** (the "Agreement") is dated as of **JANUARY 1, 2026**, and is made in the City and County of San Francisco, State of California, by and between **BAY AREA COMMUNITY RESOURCES, INC., a California nonprofit public benefit corporation** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the **OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** ("OEWD").

RECITALS

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals ("RFP") 223, Program Area W - Covid Response Resource Hub Coordinator, issued on April 19, 2022, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the term of the Agreement expired as of **JUNE 30, 2025**; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, the City and Grantee intended for this Amendment to start on **JULY 1, 2025**; and

WHEREAS, the City and Grantee are just now executing this Amendment due to administrative and budget related delays; and

WHEREAS, any expenditures by Grantee prior to execution of this Amendment were made at Grantee's risk and shall not be reimbursed unless the City, in its sole reasonable discretion, determines that those expenditures are Eligible Expenses under the Agreement; and

WHEREAS, the City and Grantee intend for this Amendment to cover the period of **JULY 1, 2022 to JUNE 30, 2026**, despite this delay; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued relationship and modify the Agreement to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, update invoicing and payment instructions, and update subgrantees on the terms and conditions set forth herein; and**

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. **Agreement.** The term “Agreement” shall mean that certain Agreement dated **November 21, 2022** between Grantee and City, as amended by the:

First Amendment,	dated October 1, 2023 and
Second Amendment,	dated September 3, 2024.

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

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) **Section 3.2.** (“Duration of Term”) of the Grant Agreement currently reads as follows:

“3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2025** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.”

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

“3.2 Duration of Term. The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.1. Such terms shall end on **JUNE 30, 2026**, unless earlier terminated as provided herein.”

(b) **Section 5.1.** (“Maximum Amount of Grant Funds”) of the Grant Agreement currently reads as follows:

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **FOURTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (**\$14,779,999**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$3,694,999** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to Department along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by Department of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$18,474,998.**”

*Such section is hereby amended to read as follows (changes in **bold**):*

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **FIFTEEN MILLION TWO HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (**\$15,279,999**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$3,819,999** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to Department along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by Department of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$19,099,998.**”

- (c) **Appendix A.** Appendix A, Budget, of the Grant Agreement, Appendix A-1, Budget, of the First Amendment, Appendix A-1, Budget, of the Second Amendment displays the original total amount of **\$14,779,999.**

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (d) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement, Appendix B-1, Grant Plan, of the First Amendment, Appendix B-2, Grant Plan, of the Second Amendment describes the services to be provided.

Such section is hereby amended to add Appendix B-3, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (e) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement and Appendix C, Invoicing and Payment Instructions, of the Second Amendment, describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

- (f) **Appendix D.** Appendix D, Interests In Other City Contracts, of the Grant Agreement lists other City contracts.

Such section is hereby amended to add Appendix D-1, which is attached hereto and incorporated herein by this reference and lists additional interests in other City contracts.

- (g) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement, Appendix E-1, Permitted Subgrantees, of the First Amendment and Appendix E-2, Permitted Subgrantees, of the Second Amendment lists the permitted subgrantees.

Such section is hereby amended to add Appendix E-3, which is attached hereto and incorporated herein by this reference and lists the additional subgrantees to be permitted under this Amendment.

4. **Effective Date.** Each of the modifications set forth in Section 3 shall be effective on and after **JULY 1, 2025**.

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

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY:

**CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and
through its OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
By: *Anne Taupier*
5DD5253CEB3C44D...

Anne Taupier

Anne Taupier
Executive Director

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: *Mary Kamikihara*
B6537502D8EC420...

Mary Kamikihara

Mary Kamikihara
Deputy City Attorney

GRANTEE:

**BAY AREA COMMUNITY RESOURCES,
INC., a California nonprofit public benefit
corporation**

Signed by:
BY: *David Gallagher*
1340C8094A5842D...

David Gallagher

Print Name: David Gallagher

Title: Chief Program Officer

Federal Tax ID Number: 94-2346815

City Supplier Number: 0000024637

Appendix A-2 Budget

Funding History

	G100	A1	A2	A3	FY Total
FY22-23	\$6,600,000.00				\$6,600,000.00
FY23-24		\$3,399,999.00			\$3,399,999.00
FY24-25			\$4,780,000.00		\$4,780,000.00
FY25-26				\$500,000	\$500,000.00
Total NTE	\$6,600,000.00	\$9,999,999.00	\$14,779,999.00	\$15,279,999.00	

The budget below may be modified in OEWD's sole discretion. Approved budget modifications will not allow for additional funds or change in scope of work; such changes will require further approval and a formal amendment to the Agreement.

Fiscal Year 2025-2026

Budget Line Item	Staff Last Name & Title	% FTE	General Fund
Staff 1	Manager of Outreach and Community Engagement - Agustin Angel	18%	\$12,880.00
Staff 2	Intake - Miguel Anguiano	21%	\$11,245.00
Staff 3	Driver and Logistics Specialist - Carlos Aroche	17%	\$9,165.00
Staff 4	Education Family Advocate - Asipesionau Finau	21%	\$12,320.00
Staff 5	Manager of Case Management and Public Benefits - Mario Flores	21%	\$17,083.35
Staff 6	Mission Resource Hub Manager - Alondra Gallardo	21%	\$15,367.85
Staff 7	Education Family Advocate - Mariela Gallardo	9%	\$5,432.00
Staff 8	Director of Resource Hubs - Maritza Gomez	21%	\$19,791.70
Staff 9	Safety and Support - Zair Gonzalez	13%	\$6,621.25
Staff 10	Housing Navigator - Cynthia Howard	14%	\$9,295.00

Staff 11	Program Facilitator - Faafete Ia	21%	\$10,800.00
Staff 12	Career Coach - Kimberly Lasso	9%	\$5,152.00
Staff 13	Career Coach - Jose Lopez	7%	\$5,152.00
Staff 14	LTF Internship Manager - Estefania Lopez	8%	\$7,083.34
Staff 15	Pacific Islander Hub Manager - Ann Mahina	17%	\$12,470.50
Staff 16	Housing Specialist - Dara Montejo	21%	\$12,153.44
Staff 17	Housing Unit Coordinator - Ana Plaza	21%	\$17,291.70
Staff 18	Intake - Hector Rosales	21%	\$11,392.34
Staff 19	Job Developer - Everardo Velasquez	19%	\$14,583.35
Staff 20	Logistics Driver - Miguel Portilla	6%	\$3,150.00
Staff 21	Housing Specialist - Ana Valle	17%	\$9,681.02
Staff 22	Hub Support Specialist - Yuri Velasquez De Paz	8%	\$4,072.25
			\$232,183.09
Fringe benefits	all fringe combined	25%	\$58,045.77
Staff Travel/ Mileage/ Per Diem			\$2,186.93
	Total Staff Expenses		\$292,415.79
Lease & Maintenance			\$1,339.15

Rent (main facility)			\$61,180.64
Indirect Rate - Non-Federal			\$65,217.39
Office Supplies			\$2,244.79
Program Supplies			\$2,694.40
Consultant/Contract or 1	Mission Language and Vocational School		\$60,388.37
Food/Meals			\$759.43
Cell Phone fees			\$1,895.62
Gas/Electric/Water/Utilities			\$6,782.19
	Subtotal Operating expenses		\$202,501.98
Stipends/Wages/Incentives			\$1,800.00
Other Barrier Removal Costs			\$3,282.23
	Subtotal Supportive Services		\$5,082.23
Totals			\$500,000.00

Budget Narrative | FY 2025-2026

Item	Calculations	Description
Personnel		
Manager of Outreach and Community Engagement - Agustin Angel	0.18 FTE, \$72,800.00 annual salary	The Manager of Outreach and Community Engagement is responsible for developing, leading, and implementing strategies that strengthen relationships between the organization and the communities it serves. This role oversees outreach initiatives, community partnerships, public engagement efforts, and culturally responsive programming designed to increase visibility, accessibility, and impact.
Intake - Miguel Anguiano	0.21 FTE, \$54,080.00 annual salary	Latino Task Force Intake is responsible for welcoming, administering intake forms, and supporting clients that are seeking services at any of our Resource Hubs. The Lead Intake gathers information, collects clients' information, and communicates any required documentation
Driver and Logistics Specialist - Carlos Aroche	0.17 FTE, \$54,080.00 annual salary	Latino Task Force Driver is responsible for transporting items in personal vehicle in a safe, timely manner. Duties which include pick up and drop off items, developing and maintaining inventory for multiple sites, and delivering packages to LTF clients home addresses.
Education Family Advocate - Asipesionau Finau	0.21 FTE, \$58,240.00 annual salary	The Education Family Advocate will be a member of the LTF Education Team and will be responsible for youth, family, and school engagement. The work of the LTF Education Navigator is to provide service connection and guidance while ensuring that all LTF families have services that help improve the educational outcomes of their children.
Manager of Case Management and Public Benefits - Mario Flores	0.21 FTE, \$82,000.08 annual salary	The Latino Task Force Manager for Case Management and Public Benefits leads a dynamic team responsible for providing high-quality, client-focused services. This role oversees the case management and public benefits teams, ensuring effective support, engagement, and document facilitation for all clients.
Mission Resource Hub Manager - Alondra Gallardo	0.21 FTE, \$72,800.16 annual salary	The Manager is responsible for overseeing the day-to-day operations of the primary Resource Hub, located in the Mission District. This position leads planning, community development, program implementation, capacity building, and performance monitoring in collaboration with the Latino Task Force (LTF), culturally specific communities in San Francisco and surrounding areas, advisory board members, staff, and clients
Education Family Advocate - Mariela Gallardo	0.09 FTE, \$62,400.00 annual salary	The Education Family Advocate will be a member of the LTF Education Team and will be responsible for youth, family, and school engagement. The work of the LTF Education Navigator is to provide service connection and guidance while ensuring that all LTF families have services that help improve the educational outcomes of their children.
Director of Resource Hubs - Maritza Gomez	0.21 FTE, \$95,000.16 annual salary	The Director of Resource Hubs is primarily responsible for leadership and management of LTF Resource Hubs and their operational programs with the accompanying support and guidance of the Industry Director. The Director of Resource Hubs position entails program staff supervision, program development and oversight, monitoring program budgets, programmatic expenses, initiating and maintaining subcontracts, partnership-building and evaluating staff performance.

Safety and Support - Zair Gonzalez	0.13 FTE, \$52,000.00 annual salary	The Safety and Support position plays a crucial role as the frontline staff responsible for receiving, greeting, and screening clients, serving as the entry point to our Resource and Recovery hubs. The Safety and Support position welcomes clients, manages line flow and assists those seeking services at our hubs.
Housing Navigator - Cynthia Howard	0.14 FTE, \$68,640.00 annual salary	The Housing Navigator is a dedicated professional responsible for assisting individuals or families seeking housing solutions. The Housing Navigator's primary responsibility is to build relationships with landlords and secure rental units for clients. The role requires excellent communication skills, empathy, and the ability to effectively match clients toward stable housing options.
Program Facilitator - Faafete Ia	0.21 FTE, \$52,000.00 annual salary	The Facilitator will oversee day-to-day program operations, create inclusive and culturally relevant learning environments, and ensure the safety and well-being of participants.
Career Coach - Kimberly Lasso	0.09 FTE, \$58,240.00 annual salary	The LTF Career Coach ensures participants have an understanding of high-growth sectors, careers, training and education options while supporting immediate employment opportunities. Career Coaches work with participants one on one in order to create participant-centered career and education plans, which are designed to help them reach the short and long-term goals that will lead to economic self-sufficiency.
Career Coach - Jose Lopez	0.07 FTE, \$70,000.00 annual salary	The LTF Career Coach ensures participants have an understanding of high-growth sectors, careers, training and education options while supporting immediate employment opportunities. Career Coaches work with participants one on one in order to create participant-centered career and education plans, which are designed to help them reach the short and long-term goals that will lead to economic self-sufficiency.
LTF Internship Manager - Estefania Lopez	0.08 FTE, \$85,000.00 annual salary	The Internship Manager will have a dual role: supervising Career Pathway coaches in their work with youth and designing and implementing career pathways and internships that support young people. The Manager will oversee career readiness interventions that help participants complete secondary education and successfully transition to post-secondary education.
Pacific Islander Hub Manager - Ann Mahina	0.17 FTE, \$72,800.00 annual salary	The Manager of Pacific Islander Resource Hut will maintain oversight and day-to-day operations for the planning, community development, organization, implementation, capacity building, and monitoring of Pacific Islander Resource Hut operations and programs in partnership with S.A.L.T. Association, culturally-specific pacific islander communities of San Francisco and neighboring communities, advisory board members, staff and clients.
Housing Specialist - Dara Montejo	0.21 FTE, \$58,240.00 annual salary	The Housing Specialist is a dedicated professional responsible for assisting individuals or families seeking housing solutions. In this key role, you will serve as a resource and advocate for low-income individuals who are in need of rental assistance, rent negotiation, eviction protection, and will assist in securing new housing opportunities.
Housing Unit Coordinator - Ana Plaza	0.21 FTE, \$83,000.16 annual salary	The Manager provides oversight, guidance, and support to the LTF Housing team, as well as to external partnerships. The Manager delivers comprehensive wrap-around housing support using a triage approach to manage a caseload, while also administering client and staff support within a multi-resource center environment.

Intake - Hector Rosales	0.21 FTE, \$54,080.00 annual salary	Latino Task Force Intake is responsible for welcoming, administering intake forms, and supporting clients that are seeking services at any of our Resource Hubs. The Lead Intake gathers information, collects clients' information, and communicates any required documentation
Job Developer - Everardo Velasquez	0.19 FTE, \$75,000.00 annual salary	The Job Developer performs activities designed to assist job seekers with finding and securing employment; This primarily includes establishing and maintaining relationships with local employers, business organizations, and community organizations in developing job opportunities
Logistics Driver - Miguel Portilla	0.06 FTE, \$52,000.00 annual salary	Latino Task Force Driver is responsible for transporting items in personal vehicle in a safe, timely manner. Duties which include pick up and drop off items, developing and maintaining inventory for multiple sites, and delivering packages to LTF clients home addresses.
Housing Specialist - Ana Valle	0.17 FTE, \$58,240.00 annual salary	The Housing Specialist is a dedicated professional responsible for assisting individuals or families seeking housing solutions. In this key role, you will serve as a resource and advocate for low-income individuals who are in need of rental assistance, rent negotiation, eviction protection, and will assist in securing new housing opportunities.
Hub Support Specialist - Yuri Velasquez De Paz	0.08 FTE, \$54,080.00 annual salary	Latino Task Force Hub Support staff serve as the frontline team responsible for receiving and greeting clients as they enter our Resource and Recovery Hubs. They provide the first point of contact for individuals seeking services, offering a welcoming environment and guiding clients to the appropriate support
Fringe Benefits		
Fringe	25% x \$232,183.09 staff wages	25% of staff wages.
Subcontractors		
MLVS	\$24,155.35/month x 2.5 months	Provide space, at cost, for the primary resource hub located at MLVS/701 Alabama; Manage and leverage health services for the resource hub; And manage the LTF young adult internship program
Other Program Expenses		
Rent	\$24,472.26/month x 2.5 months	Office Space Rental, 4834 Mission St 150 Executive Park, 2929 19th Street
Telecomm	\$758.25/month x 2.5 months	Cover program related and necessary staff cell phone stipends, telephone, internet, and printing costs
Office Supplies	\$897.92/month x 2.5 months	Purchase materials and consumables necessary for administrative and operational tasks. This includes writing instruments, paper products, filing materials, desk accessories, printer ink and toner, and other items required to support daily office functions.
Program Supplies	\$1,077.76/month x 2.5 months	Purchase materials and supplies needed to support workshops, community events, and other relevant activities for the program. This may include educational materials, event supplies, and other items essential for successful program delivery.
Food	\$303.77/month x 2.5 months	Cover food and snacks for trainings, meetings, and community focused events for youth participants.
Staff Travel	\$874.77/month x 2.5 months	Mileage, parking, toll, lyfts, bart, etc for staff to meetings, events and programming. Mileage: will comply with Standard Mileage Rates published annually by the Internal Revenue Service.

Equipment Lease and Maintenance	\$535.66/month x 2.5 months	TeleCom and Printer Monthly Rental and usage costs
Utilities	\$2,712.88/month x 2.5 months	PG&E, Recology, SF Water, Cleaning, Plumbing, Maintenance, etc
Supportive Services/Stipends/Wages/Incentives	\$720/month x 2.5 months	Cover training stipends and incentives for clients
Supportive Services/Other Barrier Removal Costs	\$1,312.89/month x 2.5 months	Client supportive services that includes basic needs, transportation, clothing, housingsupport, and other expenses for program participants.
Administrative		
Indirect (15%)	15% x \$434,782.61	15% of expenses
TOTAL		

Appendix B-3

Definition of Grant Plan

The term “Grant Plan” shall mean

I. Purpose of Grant

Community Economic Recovery Hubs Overview

In order to sustain economic recovery efforts, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies, and community-based organizations for information, referral, and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network, depending on an individual’s needs.

Resources and referrals include (but are not limited to): employment and training, personal protective equipment, housing, unemployment insurance information, public aid assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete the intake form that will inform the assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into the data tracker provided by OEWD. Enrollment into services establishes that Provider has documentation of the potential participant’s eligibility and has determined the individual’s participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Excelsior, Mission, and Visitacion Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants who require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participants with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants' need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but are not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the district, signing up for after-school programming, case management coordination at school campuses, etc.)

Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute, and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, "Mission Hub": 701 Alabama St., San Francisco, CA 94110

Excelsior Hub: 4834 Mission St., San Francisco, CA 94112
 Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Excelsior, Mission, and Visitacion Valley Hubs:

Activity	FY 25-26 Goal	Description
Total Potential Participants for Intake and Assessments	935	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	935	Number of participants enrolled in services
Total Potential Participants Provided Support Services	935	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Excelsior, Mission and Visitacion Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that complies with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts, including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*

- i. *Participants provided with intake and assessment*
- ii. *Participants enrolled*
- iii. *Participants provided Supportive services*
- iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider'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.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:

Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*

2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance
4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix C-1 Invoicing and Payment Instructions

Suppliers eligible to invoice via eSettlements may submit invoices online, via the SF Supplier Portal. To submit invoices for this project, log into the SF Supplier Portal at the following link: <https://sfcitypartner.sfgov.org/pages/BS3/login.aspx>

Job aids describing the eSettlements invoicing process can be found at the following site:

<https://sfcitypartnersupport.sfgov.org/support/solutions/folders/11000080783>

Invoicing Instructions:

- I. Grantee will submit a monthly invoice within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. The invoice shall include a coversheet (below), summarizing all costs included in that month's invoice, and a PDF file that includes all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager). Only one invoice should be submitted per month. These documents must be submitted electronically in the SF Supplier Portal.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final invoice which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final invoice. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. *NOTE: All deliverables must be approved by the PM in writing on or before the term end date.*
- V. OEWD may change the invoice submission method at its discretion by notifying Grantee in writing.
- VI. Acquisition and Disposition of Nonexpendable Property

Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

VII. By submitting each monthly invoice, Supplier certifies that:

- (a) The total amount of funds requested pursuant to the invoice will be used to pay Eligible Expenses, as set forth in Appendix A of the Agreement. Supplier has attached true and correct copies of all required documentation of such Eligible Expenses.
- (b) After giving effect to the disbursement requested pursuant to the Invoice, the grant funds disbursed as of the date of the disbursement will not exceed the maximum amount set forth in Appendix A of the Agreement.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing;
- (e) The person submitting the request through the City's approved electronic submission system is duly authorized to submit the invoice on behalf of Supplier, and;
- (f) Supplier certifies compliance with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
- (g) Supplier certifies compliance with the requirements of the Health Care Security Ordinance, which entitles Covered Employees to certain health benefits.
- (h) Supplier is not suspended, debarred or otherwise excluded from participation in federal, state or local assistance programs.

Invoice Coversheet			
Supplier Name:	BACR	Project Name:	YAJC
Contract ID:	1000022576	Invoice Month:	
Purchase Order ID:		Amount Requested:	
Budget Line Item	Description	Amount	Line Item Balance
Salaries			
Fringe	25% of staff wages		
Staff Development			
Staff Travel			
Marketing Costs			
Office Supplies			
Subcontractor- MLVS			
Food/Meals			
Cell Phone fees			
Stipends/Wages/ Incentives			
Barrier removal costs			
Indirect	15%		
	Total Actual Costs:	\$ -	\$ -
	Total Requested:	\$ -	
I hereby certify that the information reported is a true, complete and accurate statement that agrees with the amounts shown in our official records; that the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract; and that my organization is not suspended, debarred or otherwise excluded from participation in federal, state or local assistance programs. Full justification and backup records of those claims are maintained in our office at the address indicated Authorized Signatory: _____ Signature: _____			

Appendix D-1 Interests In Other City Contracts

Contract Number	Contract Title	Term Start Date	Term End Date	Department	Contract Award Amount
1000002184	YOUNG ADULT SUBSIDIZED EMPLOYM	06/27/2017	06/30/2018	AIR Airport Commission	200,000
1000002184 - Total					200,000
1000006855	96413-17	07/01/2017	06/30/2018	MYR Mayor	70,000
1000006855 - Total					70,000
1000008943	ECN Young Ad. Subsid	08/01/2017	06/30/2019	ECN Economic & Wrkfrce Dvlpmnt	400,000
1000008943 - Total					400,000
1000009183	CHF-GA-A Home Away From Homele	07/01/2018	09/13/2024	CHF Children;Youth & Families	985,644
1000009183 - Total					985,644
1000009277	ENV.ClimateCorpsFellows	02/16/2018	10/31/2019	ENV Environment	68,600
1000009277 - Total					68,600
1000009360	CHF-GA-A.P. Giannini Beacon Ce	07/01/2018	09/13/2024	CHF Children;Youth & Families	3,290,933
1000009360 - Total					3,290,933
1000009363	CHF-GA-Bret Harte Beacon Cente	07/01/2018	09/13/2024	CHF Children;Youth & Families	2,547,500
1000009363 - Total					2,547,500
1000009369	CHF-GA-Herbert Hoover Beacon C	07/01/2018	09/13/2024	CHF Children;Youth & Families	3,134,234
1000009369 - Total					3,134,234
1000009370	CHF-GA-Paul Revere Beacon Cent	07/01/2018	09/13/2024	CHF Children;Youth & Families	3,422,694
1000009370 - Total					3,422,694
1000009407	CHF-GA-BACR Summer Learning	07/01/2018	09/13/2024	CHF Children;Youth & Families	8,616,224
1000009407 - Total					8,616,224
1000009446	ECN Mission Bernal Merchants	10/01/2017	12/31/2018	ECN Economic & Wrkfrce Dvlpmnt	75,000
1000009446 - Total					75,000

1000009549	CHF-GA-Hope SF Youth Leadershi	07/01/2018	09/13/2024	CHF Children;Youth & Families	1,119,890
1000009549 - Total					1,119,890
1000009550	CHF-GA-Sunset Media Wave	07/01/2018	09/13/2024	CHF Children;Youth & Families	842,258
1000009550 - Total					842,258
1000009556	CHF-GA-Youth Funding Youth Ide	07/01/2018	09/13/2024	CHF Children;Youth & Families	3,281,425
1000009556 - Total					3,281,425
1000009735	CHF-GA- Paul Revere After Scho	01/01/2018	06/30/2023	CHF Children;Youth & Families	180,000
1000009735 - Total					180,000
1000009774	CHF-GA-Opportunity Fund	04/01/2018	06/30/2019	CHF Children;Youth & Families	12,785
1000009774 - Total					12,785
1000009833	CHF-GA-RESET	07/01/2018	09/13/2024	CHF Children;Youth & Families	5,970,030
1000009833 - Total					5,970,030
1000009932	CHF-GA-Career Pathways Undocum	07/01/2018	09/13/2024	CHF Children;Youth & Families	3,030,720
1000009932 - Total					3,030,720
1000009934	CHF-GA-Youthline Tech	07/01/2018	09/13/2024	CHF Children;Youth & Families	1,554,311
1000009934 - Total					1,554,311
1000009963	CHF-GA-A Home Away From Homele	07/01/2018	09/13/2024	CHF Children;Youth & Families	673,806
1000009963 - Total					673,806
1000011346	110851-18	07/01/2018	06/30/2019	MYR Mayor	70,000
1000011346 - Total					70,000
1000012746	111045-18	07/01/2018	06/30/2019	MYR Mayor	53,844
1000012746 - Total					53,844
1000013892	ECN YAAP	01/01/2019	02/28/2023	ECN Economic & Wrkfrce Dvlpmnt	200,000
1000013892 - Total					200,000
1000015035	MYR-123209-19	07/01/2019	09/30/2020	MYR Mayor	68,988
1000015035 - Total					68,988

1000015126	MYR-123310-19	07/01/2019	06/30/2020	MYR Mayor	70,000
1000015126 - Total					70,000
1000015166	ECN Young Adult Subsidized Emp	07/01/2019	06/30/2020	ECN Economic & Wrkfrce Dvlpmnt	1,011,100
1000015166 - Total					1,011,100
1000016711	CHF-GA-BACR Special Needs	07/01/2019	06/30/2020	CHF Children; Youth & Families	41,500
1000016711 - Total					41,500
1000016884	ENV.ClimateCorpsFellows	09/01/2019	08/31/2020	ENV Environment	50,000
1000016884 - Total					50,000
1000017216	ECN Portola Neighborhood Ident	07/02/2019	06/30/2022	ECN Economic & Wrkfrce Dvlpmnt	51,413
1000017216 - Total					51,413
1000019202	EV-Climate Corps Fellow 20-25	09/01/2020	08/31/2025	ENV Environment	159,500
1000019202 - Total					159,500
1000019854	MYR-142113-20	07/01/2020	06/30/2021	MYR Mayor	70,000
1000019854 - Total					70,000
1000020669	ECN COVID Resource Hubs	11/01/2020	06/30/2022	ECN Economic & Wrkfrce Dvlpmnt	9,600,000
1000020669 - Total					9,600,000
1000020694	ADMNB-Burrows Park Expansion	07/01/2020	06/30/2022	ADM GSA - City Administrator	162,926
1000020694 - Total					162,926
1000021602	ECN SF Shines	04/01/2021	06/30/2024	ECN Economic & Wrkfrce Dvlpmnt	316,288
1000021602 - Total					316,288
1000022575	ECN Economic Recovery Pilots	07/04/2021	06/30/2023	ECN Economic & Wrkfrce Dvlpmnt	300,000
1000022575 - Total					300,000
1000022576	ECN Young Adult Job Center	07/02/2021	06/30/2025	ECN Economic & Wrkfrce Dvlpmnt	1,207,770
1000022576 - Total					1,207,770
1000022577	ECN Young Adult Subsidized Emp	07/01/2021	06/30/2025	ECN Economic & Wrkfrce Dvlpmnt	2,137,450
1000022577 - Total					2,137,450

1000024585	MYR-167516-21	07/01/2021	06/30/2022	MYR Mayor	100,000
1000024585 - Total					100,000
1000025147	MYR-160151-21	07/01/2021	06/30/2022	MYR Mayor	133,355
1000025147 - Total					133,355
1000025179	MYR-175141-21	11/01/2021	06/30/2022	MYR Mayor	100,000
1000025179 - Total					100,000
1000026242	ECN COVID-Response Resrcr Hubs	07/01/2022	06/30/2025	ECN Economic & Wrkfrce Dvlpmnt	14,779,999
1000026242 - Total					14,779,999
1000027205	ECN Portola Economic Vitality	11/01/2022	12/31/2023	ECN Economic & Wrkfrce Dvlpmnt	255,000
1000027205 - Total					255,000
1000027206	CHF-GA-RJC Credible Messenger	07/01/2022	09/13/2024	CHF Children; Youth & Families	400,000
1000027206 - Total					400,000
1000027555	MYR-184681-22	07/01/2022	06/30/2023	MYR Mayor	168,454
1000027555 - Total					168,454
1000027862	SFMTA-2023-35 - BV Shuttle Pro	03/20/2023	06/30/2026	MTA Municipal Transprt Agency	101,860
1000027862 - Total					101,860
1000028178	MYR-186171-22	07/01/2022	06/30/2023	MYR Mayor	100,000
1000028178 - Total					100,000
1000029012	ADMNB-PNA Freeway Greenway	07/01/2022	06/30/2023	ADM GSA - City Administrator	110,001
1000029012 - Total					110,001
1000030295	HRC-DKI-NHPI-003- BACR	08/23/2023	10/31/2024	HRC Human Rights Commission	350,000
1000030295 - Total					350,000
1000030297	community centered groc access	09/01/2023	06/30/2025	HSA Human Services Agency	2,216,451
1000030297 - Total					2,216,451
1000030360	ECN Barber Pathway	07/01/2023	06/30/2025	ECN Economic & Wrkfrce Dvlpmnt	250,000
1000030360 - Total					250,000
1000031051	MYR-204129-23	07/01/2023	06/30/2024	MYR Mayor	104,000
1000031051 - Total					104,000
1000031061	MYR-195777-22	06/01/2023	06/30/2024	MYR Mayor	75,000

1000031061 - Total					75,000
1000031062	MYR-195887-22	05/01/2023	06/30/2024	MYR Mayor	268,500
1000031062 - Total					268,500
1000032512	CHF-GA-Learn and Succeed-24-29	07/01/2024	09/14/2029	CHF Children; Youth & Families	16,806,000
1000032512 - Total					16,806,000
1000032513	CHF-GA-Productive Adult-24-29	07/01/2024	09/14/2029	CHF Children; Youth & Families	10,473,540
1000032513 - Total					10,473,540
1000032817	HRC-COM-009-Bay Area Comm Reso	04/21/2024	06/30/2025	HRC Human Rights Commission	450,000
1000032817 - Total					450,000
1000035050	MYR-221119-24	07/01/2024	06/30/2025	MYR Mayor	330,000
1000035050 - Total					330,000
Report Total:					102,618,993

Appendix E-3 – Permitted Subgrantees

***Mission Language and Vocational School - Nonprofit Corporation - CA - Public
Benefit***



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001418

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260559

Type of Filing

Original

Contractor Information

Contractor Name

Bay Area Community Resources

Contractor Email

jmok@bacr.org

Contractor Phone #

(415) 444-5580

International Address?

No

Contractor Address (US)

170 Carlos Drive

Contractor City and State

San Rafael - CA

Contractor Zip Code

94903

Country

United States of America

Contract Information

Contract Amount

\$16,779,999.00

Bid/RFP#

122

Description of Amount of Contract

Grant agreement between the Office of Economic and Workforce Development and Bay Area Community Resources (BACR) for management of the Community Economic Recovery Hubs grant; to increase the contract amount by \$2,000,000 to \$16,779,999.

Contract Description

Grant Agreement between the City and BACR, dated November 21, 2022 (the Original Agreement), as previously amended by the First Amendment dated October 1, 2023 (Amendment No. 1), and the Second Amendment dated July 31, 2024 (Amendment No. 2), which increased the contract amount to \$14,779,999. Through this Amendment (Amendment No. 3), OEWD proposes to increase the Agreement amount by an additional \$2,000,000, for a total not-to-exceed amount of \$16,779,99, and to extend the Agreement term to cover the period from July 1, 2022, through June 30, 2026.

City Agency - Departmental Contact Information

Departmental Contact

Alesandra Lozano

Departmental Contact Phone #

(415) 701-4863

Full Department Name

ECN - Economic & Workforce Developmt

Agency Contact Email

alesandra.lozano@sfgov.org

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Bryan	Breckenridge	Bay Area Community Resources
Board of Directors	Robert	Davisson	Bay Area Community Resources
Board of Directors	Ed	Fineman	Bay Area Community Resources
Board of Directors	Lissa	Franklin	Bay Area Community Resources
Board of Directors	Reyna	Hamilton	Bay Area Community Resources
Board of Directors	Rebecca	Hooley	Bay Area Community Resources
Board of Directors	Nancy	McEvers-Anderson	Bay Area Community Resources
Board of Directors	Robert	Ness	Bay Area Community Resources
Board of Directors	Monica	Vaughan	Bay Area Community Resources
Board of Directors	Sinclair	Wu	Bay Area Community Resources
Other Principal Officer	Brenda	Cain	Bay Area Community Resources
Other Principal Officer	Anna	Davda	Bay Area Community Resources
Other Principal Officer	Cherie	Forman	Bay Area Community Resources
Other Principal Officer	David	Gallagher	Bay Area Community Resources
Other Principal Officer	Stephanie	Hochman	Bay Area Community Resources
CEO	Jonas	Mok	Bay Area Community Resources

Other Principal Officer	Gabriela	Navarro	Bay Area Community Resources
Other Principal Officer	Mariana	Lopez Quintanilla	Bay Area Community Resources
Other Principal Officer	Marisa	Ramirez	Bay Area Community Resources
Other Principal Officer	Aldolpho	Rivera	Bay Area Community Resources
Other Principal Officer	Danielle	Shocron	Bay Area Community Resources
CFO	Myint	Zar	Bay Area Community Resources
Subcontractor	Mission Language and Vocational School		Mission Language and Vocational School
Subcontractor	Open Door Legal		Open Door Legal
Subcontractor	Young Community Developers		Young Community Developers
Subcontractor	Good Samaritan		Good Samaritan
Subcontractor	Mission Economic Development Agency		Mission Economic Development Agency

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- ☒ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)
(Routine, non-controversial and/or commendatory matters only)
- ☐ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor [] inquires..."
- ☐ 5. City Attorney Request
- ☐ 6. Call File No. [] from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ☐ 8. Substitute Legislation File No. []
- ☐ 9. Reactivate File No. []
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on []

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- ☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission
- ☐ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- ☐ Yes ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Chen

Subject:

Grant Agreement Amendment – Retroactive – Bay Area Community Resources, Inc. – Community Economic Recovery Hubs – Not to Exceed \$16,779,999

Long Title or text listed:

Resolution retroactively approving Amendment No. 4 to a grant agreement between the Office of Economic and Workforce Development and Bay Area Community Resources (BACR) for management of the Community Economic Recovery Hubs grant; to increase the contract amount by \$1,500,000 for a total not to exceed amount of \$16,779,999 for the period of July 1, 2022, through June 30, 2026; effective upon approval of this Resolution by the Board of Supervisors; and to authorize the Executive Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

Signature of Sponsoring Supervisor: /s/ Chyanne Chen