

File No. 190168

Committee Item No. 4

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date March 13, 2019

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong

Date March 8, 2019

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend Grant - San Francisco Bay Area Rapid Transit District - Pit Stop Public  
2 Toilet Program - \$225,000]

3 **Resolution retroactively authorizing Public Works to accept and expend a grant in an**  
4 **amount up to \$225,000 from the San Francisco Bay Area Rapid Transit District (BART)**  
5 **for the Pit Stop Public Toilet Program for the period of July 1, 2018, through June 30,**  
6 **2019.**

7  
8 WHEREAS, The Department of Public Works (herein referred to as Public Works)  
9 launched a public toilet program known as the Pit Stop Program (herein referred to as  
10 program) in 2014; and

11 WHEREAS, Public Works and the San Francisco Bay Area Rapid Transit District  
12 (BART) would like to partner in regards to the program's operation near various BART  
13 Stations (herein referred to as stations); and

14 WHEREAS, The stations have no public restrooms available for patrons; and

15 WHEREAS, On February 17, 2016, the City and County of San Francisco, acting by  
16 and through Public Works, entered into an agreement with BART for such a partnership and  
17 BART's contribution was \$200,000 towards the program at the stations for the period of  
18 February 17, 2016, through February 16, 2017; and

19 WHEREAS, On April 1, 2018, the parties executed the first amendment to the  
20 agreement and BART's contribution was \$50,000 towards the program at the stations for the  
21 period of July 1, 2017, through June 30, 2018; and

22 WHEREAS, On September 30, 2018, the parties executed the second amendment to  
23 the agreement and BART's contribution is \$225,000 towards the program at the stations for  
24 the period of July 1, 2018, through June 30, 2019; and

25 WHEREAS, The agreement between Public Works and BART, the first amendment to

1 the agreement, and the second amendment to the agreement are on file with the Clerk of the  
2 Board of Supervisors in Files No. 160595 and 190168; and

3 WHEREAS, On February 9, 2016, Public Works entered into a grant agreement with  
4 the non-profit Hunters Point Family for operation of the Pit Stop program citywide which is on  
5 file with the Clerk of the Board of Supervisors in File No. 160595; and

6 WHEREAS, The BART grant does not require an ASO amendment; and

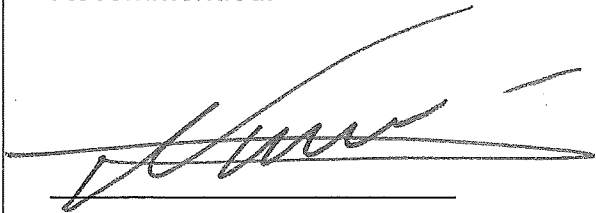
7 WHEREAS, The BART grant requires \$225,000 in matching funds, which will be  
8 funded through Public Works' Operating Budget; and

9 WHEREAS, The grant budget includes provision for indirect costs of \$29,250 (15% of  
10 total program direct cost); now, therefore be it

11 RESOLVED, That the Board of Supervisors retroactively authorizes the Director of  
12 Public Works or his or her designee to accept and expend a grant of \$225,000 from the San  
13 Francisco Bay Area Rapid Transit District; and, be it


14 FURTHER RESOLVED, That the Director of Public Works or his or her designee is  
15 authorized to execute all documents pertaining to the program with BART.

16  
17  
18 Recommended:

19  
20  
21 

22 Mohammed Nuru

23 Director of Public Works

Approved: 

for Mayor

Approved: 

for Controller

<p><b>Item 4</b> <b>File 19-0168</b></p>	<p><b>Department:</b> General Services Agency - Department of Public Works (DPW)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• The proposed resolution would retroactively authorize the Department of Public Works (Public Works) to accept and expend a grant from the San Francisco Bay Area Rapid Transit District (BART) in the amount of \$225,000 for the Pit Stop Public Toilet Program, with an equal match of \$225,000 provided by Public Works. The grant is effective from July 1, 2018 through June 30, 2019.</li> </ul>	
<p><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• Public Works’ Pit Stop program provides public restrooms, maintained and cleaned by paid attendants. Since beginning as a pilot program in 2014, Public Works’ Pit Stop program has expanded to 25 locations in 12 neighborhoods around the City.</li> <li>• Several BART stations lack public restrooms and have received complaints for human waste and poor cleanliness. In February 2016, Public Works entered into a grant agreement with BART to provide Pit Stop locations near the Civic Center and 16<sup>th</sup> Street Mission stations, with each entity providing \$200,000 to fund the program. In April 2018, Public Works and BART agreed to the First Amendment to the grant agreement, with each entity providing \$50,000 to fund the 16<sup>th</sup> Street Mission location for FY 2017-18.</li> <li>• Public Works and BART have agreed to the Second Amendment to the grant agreement to provide Pit Stop locations near 16<sup>th</sup> Street Mission, 24<sup>th</sup> Street Mission, and Powell stations for FY 2018-19. Public Works has fully funded the three locations between July 2018 and March 2019. Under the proposed amendment to the agreement between Public Works and BART, BART will reimburse Public Works for BART’s share of Pit Stop expenditures between July 2018 and March 2019.</li> </ul>	
<p><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>• The grant authorized by the proposed resolution would provide Public Works with \$225,000 from BART to operate three Pit Stop locations. Public Works would provide an equal match of \$225,000, for a total program budget of \$450,000. Sufficient funding is available in Public Works’ FY 2018-19 budget.</li> </ul>	
<p><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

**BACKGROUND**

In July 2014, the Department of Public Works (Public Works) began the Pit Stop program to provide public toilets in three locations in the Tenderloin as a six month pilot. Over the next four years, the Pit Stop program expanded to 25 locations in 12 neighborhoods around the City. Pit Stop provides public toilets cleaned and maintained by paid attendants, as well as needle receptacles and dog waste stations. The restrooms are a mix of semi-permanent JC Decaux public toilet facilities and portable toilets rented by Public Works. Pit Stop provides clean and safe restroom facilities, as well as improvements to street cleanliness and reductions in complaints about human waste in public spaces around the facilities. Hunters Point Family, a nonprofit organization, provides staffing to the Pit Stop locations as a workforce development opportunity to low-income residents.

The 16<sup>th</sup> Street Mission, 24<sup>th</sup> Street Mission, Civic Center, and Powell Bay Area Rapid Transit (BART) stations lack public restrooms and have received complaints for human waste and poor cleanliness. On February 17, 2016, Public Works entered into a grant agreement with BART to operate Pit Stop locations near the 16<sup>th</sup> Street Mission and Civic Center BART stations. Under the original agreement, BART provided a \$200,000 grant, with Public Works providing a \$200,000 match. On April 1, 2018, Public Works and BART agreed on the first amendment to the grant agreement, with each entity funding \$50,000 to operate the 16<sup>th</sup> Street Mission location (located at 16<sup>th</sup> and Capp Streets) for FY 2017-18. On September 30, 2018, Public Works agreed on the Second Amendment to the grant agreement to operate Pit Stop locations around the 16<sup>th</sup> Street Mission (16<sup>th</sup> and Capp Streets), 24<sup>th</sup> Street Mission, and Powell stations.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would authorize Public Works to retroactively accept and expend a grant from BART in the amount of \$225,000 to operate three Pit Stop locations, for the period of July 1, 2018 through June 30, 2019. The grant requires an equal match of \$225,000 provided by Public Works. According to Mr. Aaron Wu, Public Works Administrative Analyst, Public Works is requesting retroactive approval because of delays in finalizing the agreement with BART.

The grant allows Public Works to operate the following Pit Stop locations:

- (i) Powell BART Station, operated daily from 7 am – 8 pm, from July 2018 through June 2019;
- (ii) 24<sup>th</sup> Street Mission BART Station, operated daily from 7 am – 8 pm, from October 2018 through June 2019; and

- (iii) 16<sup>th</sup> Street Mission Bart Station (16<sup>th</sup> and Capp Streets), operated Monday through Friday from 11 am through 6 pm, from July 2018 through June 2019.

Under the existing agreement between Public Works and BART, the Pit Stop at the 16<sup>th</sup> Street BART Station location was first funded in 2016. The Pit Stops at the 24<sup>th</sup> Street BART Station and Powell BART Station are new locations in FY 2018-19. Each Pit Stop is located on City property at street level, not inside the underground BART stations.

According to Mr. Devin Macaulay, Public Works Budget Manager, Public Works has fully funded the three locations between July 2018 and March 2019. Under the proposed amendment to the agreement between Public Works and BART, BART will reimburse Public Works for BART’s share of Pit Stop expenditures between July 2018 and March 2019. Public Works and BART intend to continue the partnership and are currently negotiating a grant agreement for FY 2019-20.

**FISCAL IMPACT**

The grant authorized by the proposed resolution would provide Public Works with \$225,000 to operate three Pit Stop locations. It would also require an equal match of \$225,000 provided by Public Works, for a full program budget of \$450,000. The grant budget is shown in Table 1 below.

**Table 1: BART Pit Stop Grant Budget**

Sources	Amount
BART Grant	\$225,000
Public Works (General Fund)	225,000
<b>Total Sources</b>	<b>\$450,000</b>

Uses	Amount
Powell Station	\$173,913
24 <sup>th</sup> Street Mission Station	130,435
16 <sup>th</sup> Street Mission Station	86,955
<i>Pit Stop Monitoring Subtotal</i>	<i>\$391,303</i>
Indirect Costs (15%) – Rent, Utilities, Etc.	58,697
<b>Total Uses</b>	<b>\$450,000</b>

According to Mr. Macaulay, the funding from BART cannot be received until the grant agreement is approved by the Board of Supervisors. Sufficient funding is available in the Public Works FY 2018-19 budget.

**RECOMMENDATION**

Approve the proposed resolution.

**File Number:** 190168  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective May 2011)

Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying ordinance:

1. Grant Title: San Francisco Bay Area Rapid Transit District (BART) for Pit Stop Public Toilet Program

2. Department: Public Works

3. Contact Person: Aaron Wu Telephone: 415.554.6230

4. Grant Approval Status (check one):

Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$225,000

6a. Matching Funds Required: \$225,000

b. Source(s) of matching funds (if applicable): General Fund 10000, Account 538, department code 207956)

7a. Grant Source Agency: San Francisco Bay Area Rapid Transit District (BART)

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

Operation of Pit Stop public toilets near three BART stations in San Francisco: the 16<sup>th</sup> Street Mission Station (on the northeast corner of 16<sup>th</sup> Street and Mission Street), the Powell BART Station, and 24<sup>th</sup> Street Mission BART Station.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: July 1, 2018

End-Date: June 30, 2019

10. Number of new positions created and funded: none

11. Explain the disposition of employees once the grant ends? N/A

12a. Amount budgeted for contractual services: \$225,000

b. Will contractual services be put out to bid?

This service has already been competitively solicited on 7/30/2015 and re-advertised on 8/27/2015. The contract has been extended over the past three years.

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

As this is a grant agreement for a non-profit entity, 14B requirements do not apply. HPF is, however, a Non-profit OBE ([http://mission.sfgov.org/hrc\\_certification/Search.aspx#PAGE\\_TOP](http://mission.sfgov.org/hrc_certification/Search.aspx#PAGE_TOP)) with small and micro certifications in various categories.

d. Is this likely to be a one-time or ongoing request for contracting out?

N/A

13a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much?

Indirect Costs are estimated to be \$58,500

b2. How was the amount calculated?

By applying the indirect cost rate approved in the executed grant agreement with Hunters Point Family (15%).

c. If no, why are indirect costs not included?

Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?

14. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)  Existing Structure(s)  Existing Program(s) or Service(s)  
 Rehabilitated Site(s)  Rehabilitated Structure(s)  New Program(s) or Service(s)  
 New Site(s)  New Structure(s)

16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:


Kevin Jensen

(Name)

ADA/Disability Access Coordinator, SF Public Works

(Title)

Date Reviewed: 17 DECEMBER 2018

  
(Signature Required)

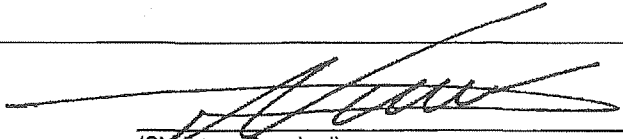


Overall Department Head or Designee Approval:

Mohammed Nuru  
(Name)

Director, SF Public Works  
(Title)

Date Reviewed: 12/20/18

  
(Signature Required)

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS**

**SECOND AMENDMENT TO THE MEMORANDUM AGREEMENT**

between

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

and

**CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS**

For the

**PIT STOP PUBLIC TOILET PROGRAM**

---

THIS SECOND AMENDMENT OF THE MEMORANDUM (this "Second Amendment") is made as of September 20, 2018, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit ("BART"), a rapid transit district, and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Agency (as hereinafter defined),

**RECITALS**

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

WHEREAS, BART and City desire to amend the Agreement on the terms and conditions set forth herein:

NOW, THEREFORE, BART and City agree as follows:

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

**a. Specific Terms.** The term "Agreement" shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

**First Amendment** dated **April 1, 2018**,  
**Second Amendment** dated **November 1, 2018**,

**b. Other Terms.** Terms used and not defined in this Second 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 2. Pit Stop Locations** is hereby deleted in its entirety and replaced with the following:

Pit stop public toilets will be located near BART stations in San Francisco: the 16<sup>th</sup> St. Mission Station (on the northeast corner of 16<sup>th</sup> Street and Mission Street), Powell St. Station, and 24<sup>th</sup> St. Mission Station. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of Fiscal Year 2018, Pit Stop location(s) shall consist of the following:

1. 16<sup>th</sup> St. Mission Station (Portable Pitstop on the northeast corner of 16<sup>th</sup> St. and Mission St.) only

As of Fiscal Year 2019, Pit Stop locations shall consist of the following:

1. 16<sup>th</sup> St. Mission Station (Portable Pitstop on northeast corner of 16<sup>th</sup> St. and Mission St.)
  - a. Schedule – Monday through Friday (11am-6pm)
  - b. Starting – July 1, 2018 through June 30, 2019
2. Powell St. Station (JC Decaux)
  - a. Schedule – Monday through Sunday (9am – 8pm)
  - b. Starting – July 1, 2018 through June 30, 2019
3. 24<sup>th</sup> St. Mission Station (JC Decaux)
  - a. Schedule – Monday through Sunday (9am – 8pm)
  - b. Starting – October 1, 2018 through June 30, 2019

**b. Article 3. Roles and Responsibilities** is hereby deleted in its entirety and replaced with the following:

**a. City: The City shall:**

- i. Fiscal Year 18 – Contribute toward the Program an amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th St. and Mission St.).

- ii. Fiscal Year 19 – Contribute toward the Program 50% of actual program costs (which is an estimate of \$225,000 total) for the following locations:
    - a. Powell St. and Market St. (Powell St. Station) – 50% of \$200,000 site estimate
    - b. 16<sup>th</sup> St. and Capp St. (16<sup>th</sup> St. Mission Station) – 50% of \$100,000 site estimate
    - c. 24<sup>th</sup> St. and Mission St. (24<sup>th</sup> St. Mission Station) – 50% of \$150,000 site estimate
  - iii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
  - iv. Pay for all costs associated with obtaining no parking permits and posting location.
  - v. Conduct outreach associated with placement of the Pit Stop public toilets.
  - vi. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
  - vii. Supervise, schedule, and coordinate *overall* operation of the Program.
  - viii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.
  - ix. Prepare and provide related data pertinent to the Pit Stop locations listed on a monthly basis.
- b. **BART:** Bart shall:
- i. Fiscal Year 18 – Contribute toward the Program an amount of \$50,000 for Fiscal Year 2018 for the activation of the 16th St. Mission Station location (on the northeast corner of 16th St. and Mission St.).
  - ii. Fiscal Year 19 – Contribute toward the Program 50% of actual program costs (which is an estimate of \$225,000 total) for the following locations:

- a. Powell St. and Market St. (Powell St. Station) – 50% of \$200,000 site estimate
  - b. 16<sup>th</sup> St. and Capp St. (16<sup>th</sup> St. Mission Station) – 50% of \$100,000 site estimate
  - c. 24<sup>th</sup> St. and Mission St. (24<sup>th</sup> St. Mission Station) – 50% of \$150,000 site estimate
- iii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the Powell St., 16th St. Mission, 24<sup>th</sup> St. Mission and Civic Center/UN Plaza stations.
  - iv. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

\*All roles and responsibilities listed above for the City and BART in Article 3 of this Second Amendment shall apply to Fiscal Year 2018 and Fiscal Year 2019.

**3. Effective Date.** Each of the modifications set forth herein shall be effective as of the date of this Second Amendment.

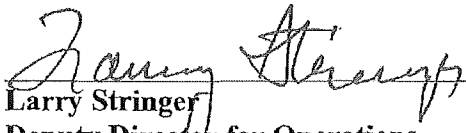
**4. Legal Effect.** Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

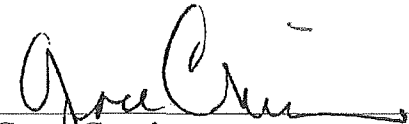
IN WITNESS WHEREOF, BART and City have executed this Second Amendment as of the date first referenced above.

**CITY**

**BART**

Approved by:

  
Larry Stringer  
Deputy Director for Operations  
San Francisco Public Works

  
Grace Crunican  
General Manager  
San Francisco Bay Area Rapid Transit  
District

Date: 11/9/18

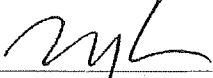
Date: 11/9/18

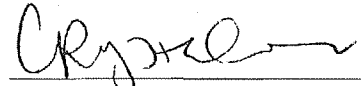
Approved as to Form:

Approved as to Form:

Dennis J. Herrera  
City Attorney

Attorney

By:   
Yadira Taylor  
Deputy City Attorney

  
Crystal Matson  
Attorney

Date: 11/9

Date: 11/8/18

					Program Costs	Program Costs
Pitstop: BART Accept & Expend FY2019	Location	Schedule (Times)	Days of Service	Location Based Expense	SF Public Works	BART
<b>A. Pitstop Monitoring by Location</b>						
Pit Stop Monitors (starting July 2018)	Powell Station	7:00am - 8:00pm	Monday - Sunday	\$ 173,913	\$ 86,957	\$ 86,957
Pit Stop Monitors (starting Oct 2018)	24th Street / Mission	7:00am - 8:00pm	Monday - Sunday	\$ 130,435	\$ 65,218	\$ 65,218
Pit Stop Monitors (starting July 2018)	16th Street and Mission	11:00am - 6:00 pm	Monday - Friday	\$ 87,152	\$ 43,576	\$ 43,576
<b>Direct Monitoring Total</b>				<b>\$ 391,500</b>	<b>\$ 195,750</b>	<b>\$ 195,750</b>
<b>TOTAL DIRECT COSTS:</b>						
				<b>\$ 391,500</b>	<b>\$ 195,750</b>	<b>\$ 195,750</b>
<b>D. Indirect Costs</b>						
Indirect Costs (at 15%) - Rent, Utilities, etc.				\$ 58,500	\$ 29,250	\$ 29,250
<b>Total Grant Costs</b>						
				<b>\$ 450,000</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS**

**FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT**

between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS

For the

PIT STOP PUBLIC TOILET PROGRAM

---

—

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (this “First Amendment”) is made as of **April 1, 2018**, in San Francisco, California, by and between San Francisco Bay Area Rapid Transit (“BART”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Agency (as hereinafter defined),

**RECITALS**

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

WHEREAS, BART and City desire to modify the Agreement on the terms and conditions set forth herein to amend the Agreement as follows:

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

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

**a. Specific Terms.** The term “Agreement” shall mean the Agreement dated February 17, 2017 between BART and City, as amended by the:

**First Amendment** dated **April 1, 2018**,

**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 2. Pit Stop Locations is hereby deleted in its entirety and replaced with the following:

**Pit Stop Locations.**

Pit stop public toilets will be located near the 16<sup>th</sup> St. Mission Station (on the northeast corner of 16<sup>th</sup> Street and Mission Street in San Francisco). The Pit Stop public toilets are to be located as mutually determined by the Parties on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

As of fiscal year 2018, Pit Stop location(s) shall consist of the following:

1. 16<sup>th</sup> St. Mission Station (Portable Pitstop on the northeast corner of 16<sup>th</sup> Street and Mission Street) only

- b. Article 3. Roles and Responsibilities is hereby deleted in its entirety and replaced with the following:

**Roles and Responsibilities**

- a. **City:** The City shall:
- i. Contribute toward the Program in the amount of \$50,000 for Fiscal Year 2018 for the activation of the 16<sup>th</sup> St. Mission Station location (on the northeast corner of 16<sup>th</sup> Street and Mission Street).
  - ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
  - iii. Pay for all costs associated with obtaining no parking permits and posting location.
  - iv. Conduct outreach associated with placement of the Pit Stop public toilets.
  - v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
  - vi. Supervise, schedule, and coordinate *overall* operation of the Program.
  - vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be

submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.

b. **BART:** Bart shall:

- i. Contribute toward the Program in the amount of \$50,000 for Fiscal Year 2018 for the activation of the 16<sup>th</sup> St. Mission Station location (on the northeast corner of 16<sup>th</sup> Street and Mission Street).
- ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th St. Mission station.
- iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

\*All roles and responsibilities listed above for the City and BART in Article 2(a) and Article 2(b) of this First Amendment apply to Fiscal Year 2018.

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


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

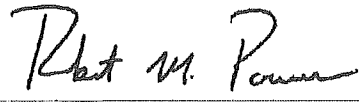
IN WITNESS WHEREOF, BART and City have executed this First Amendment as of the date first referenced above.

CITY

BART

Approved by:

  
Larry Stringer  
Deputy Director for Operations  
San Francisco Public Works

  
Robert Powers  
Deputy General Manager  
San Francisco Bay Area Rapid Transit  
District

Date: 4/12/18

Date: 4 APRIL 2018

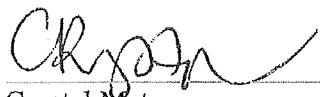
Approved as to Form:

Approved as to Form:

Dennis J. Herrera  
City Attorney

Attorney

By:   
Yadira Taylor  
Deputy City Attorney

  
Crystal Matson  
Attorney

Date: 4/20/18

Date: 4/4/18

**MEMORANDUM OF AGREEMENT**

between

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

and

**CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO PUBLIC WORKS**

for the

**PIT STOP PUBLIC TOILET PROGRAM**

This Memorandum of Agreement ("Agreement") is entered into as of the 17 day of FEBRUARY, 2016 by and between the San Francisco Bay Area Rapid Transit District ("BART") and the City and County of San Francisco ("City"), acting by and through San Francisco Public Works, referred to collectively as "Parties" or individually as "Party."

**RECITALS**

WHEREAS,

- A. The 16th Street Mission and Civic Center/United Nations Plaza BART stations have no public restrooms available for patrons.
- B. City, through San Francisco Public Works, launched a public toilet program known as the Pit Stop Program ("Program") in 2014.
- C. By strategically placing Pit Stop public toilets near the 16<sup>th</sup> Street Mission and Civic Center/UN Plaza stations, BART patrons can use the restroom without infringing on the public facilities other patrons also need to utilize.
- D. BART and San Francisco Public Works would like to partner in regards to the operation of Pit Stop public toilets at the two subject BART stations.

**AGREEMENT**

Now, therefore, in consideration of the foregoing, the parties agree as follows:

1. **Agreement Purpose.** The purpose of this Agreement is to outline roles and responsibilities of BART and the City with respect to participation in Program activities.
2. **Pit Stop Locations.** Pit Stop public toilets will be located near two BART stations in San Francisco: the 16th Street Mission Station (on the northeast corner of 16<sup>th</sup> Street and

Mission Street) and the Civic Center/UN Plaza Station (exact location still to be mutually determined). The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART station. No toilets are to be located on property belonging to BART.

3. **Roles and Responsibilities.** The Parties agree to the following roles and responsibilities.

a. **City:** The City shall:

- i. Contribute toward the Program an amount of \$200,000.
- ii. Pay for all costs associated with Pit Stop public toilet rental such as maintenance, installation and cleaning.
- iii. Pay for all costs associated with obtaining no parking permits and posting location.
- iv. Conduct outreach associated with placement of the Pit Stop public toilets.
- v. Replace broken supplies that are used at the Pit Stop public toilets, such as containers and stands.
- vi. Supervise, schedule, and coordinate overall operation of the Program.
- vii. Prepare and submit invoices and appropriate documentation to BART on a quarterly basis for payment for actual costs to perform the scope of work described in this document. Invoices shall be submitted to BART within 30 days of the end of each quarter during which City incurs expenditures for the Program.

b. **BART:** Bart shall:

- i. Contribute toward the pilot in an equal amount of \$200,000.
- ii. Provide feedback on the condition and cleanliness of the Pit Stop public toilets located near the 16th Street Mission and Civic Center/UN Plaza stations.
- iii. Pay City invoices accompanied by appropriate documentation for actual costs associated with performing these services.

4. **Data collection and sharing:** Staff contracted to operate the Pit Stop public toilets will collect data, such as number of users per day, type of user (e.g. BART user / Non BART user) if possible, amount of needle, dog waste disposal, etc. This data will be shared with both Parties.

5. **Term.** The term of this Agreement shall be until funding for the program is exhausted, unless earlier terminated by either agency. Time extensions shall be by amendment to this Agreement and by mutual agreement between the parties.

6. **Termination.** BART shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause.

BART shall exercise this option by giving the Parties written notice of termination. The notice shall specify the date on which termination shall become effective, which in no event shall be less than 10 days from the date of the notice. If terminated, the Parties shall be entitled to be reimbursed for services properly performed up to the effective date of termination of the Agreement.

7. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail or by e-mail and shall be addressed as follows:

To BART:

Marcia DeVaughn  
Deputy General Manager  
San Francisco Bay Area Rapid Transit District  
300 Lakeside Drive, Suite 2300  
Oakland CA 94612  
Phone: (510) 464-6126  
E-mail: mdevaug@bart.gov

To the City:

Larry Stringer  
Deputy Director of Operations  
San Francisco Public Works  
City and County of San Francisco  
2323 Cesar Chavez  
San Francisco, CA 94107  
Phone: (415) 641-2660  
E-mail: larry.stringer@sfdpw.org

Any notice of default must be sent by registered mail or hand-delivered to each Party.

8. **Mutual Indemnification:** City shall defend, indemnify, and hold BART and its officers, directors, employees, and agents harmless from any and all claims, demands, suits, loss, damages, injury, and liabilities, direct or indirect (including reasonable attorney's fees and any and all costs and expenses in connection therewith), related to or as a result of City's performance of this Agreement to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of City, its employees, or subcontractors. City agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees, or any of them, arising out of City services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data

furnished under this Program. BART shall indemnify and defend City and any of its employees performing services for BART from all suits, actions, and legal proceedings against City, resulting from the willful misconduct, recklessness or negligent acts or omissions of BART or of an employee of BART if the employee is acting in the employee's official capacity as an officer of BART. BART agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its directors, officers, agents and employees, or any of them, arising out of BART services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Program.

9. **Insurance:** City will require that any contractor performing Project activities will comply with the City insurance requirements as provided in Exhibit A.
10. **Modification of Agreement.** 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.
11. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
12. **Audit and Inspection of Records.** The Parties agree to maintain and make available to each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreements. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to the examination and audit of the State Auditor, at the request of BART or as part of any audit of BART by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on the date set forth above.

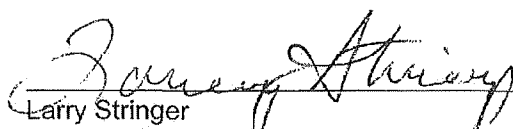
**San Francisco Bay Area Rapid Transit District**

**CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Works Department**

Approved by:

  
\_\_\_\_\_  
Marcia deVaughn  
Deputy General Manager

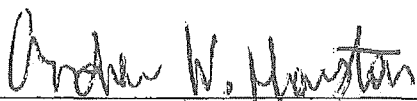
Approved by:

  
\_\_\_\_\_  
Larry Stringer  
Deputy Director for Operations

Date: 3/3/16

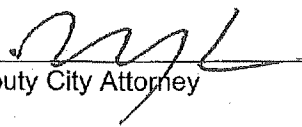
Date: 2-24-2016

Approved as to Form:

  
\_\_\_\_\_  
Andrew Houston  
Attorney

Approved as to Form:  
Dennis J. Herrera, City Attorney

By:

  
\_\_\_\_\_  
Deputy City Attorney

Date: 3/3/16

Date: \_\_\_\_\_



**EXHIBITS**

**A. City Insurance Requirements**

# EXHIBIT -A-

## CITY INSURANCE REQUIREMENTS

- Insurance required shall be placed in Company or Companies having policyholders' surplus of at least 10 times the amount or limit of liability afforded by the insurance company.
- Insurance companies shall be legally authorized and licensed through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" and shall be satisfactory to the City.
- Insurance coverage with limits not less than:
  - \$1,000,000 Commercial General Liability
  - \$1,000,000 Commercial Auto Liability
  - \$1,000,000 Worker's Compensation Insurance
- Attach all policy endorsements to certificates of insurance (see below). **Physical endorsements required.** Endorsement language stated on the Description of Operations will NOT suffice.
- Additional endorsements required:
  - General Liability:
    - Name as Additional Insured the *City and County of San Francisco, its Officers, Agents and Employees*
  - Automobile Liability:
    - Name as Additional Insured the *City and County of San Francisco, its Officers, Agents and Employees*
  - Worker's Compensation:
    - Waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors
- All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. **Please include this as an endorsement.**
- Certificate Holder:
  - City and County of San Francisco
  - Contract Administration Division
  - 1155 Market Street, 4<sup>th</sup> Floor
  - San Francisco, CA 94103

**CITY AND COUNTY OF SAN FRANCISCO**  
**San Francisco Public Works**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**HUNTERS POINT FAMILY**

---

**THIS GRANT AGREEMENT** (this "Agreement") is made this **FEBRUARY 9, 2016**, in the City and County of San Francisco, State of California, by and between **Hunters Point Family** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

**WITNESSETH:**

**WHEREAS**, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a Pit Stop Program Support and Workforce Development Grant for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

The project goal: Grantee to partner with the City to support the continued operations and expansion of the Pit Stop Program, as well as to assist Public Works in its goal to increase employment, job training, and workforce development opportunities for local residents; 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 hereby acknowledged, the parties hereto 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) "Agency" shall mean **SAN FRANCISCO PUBLIC WORKS**.

(c) “**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 in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) “**Budget**” shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

(e) “**Charter**” shall mean the Charter of City.

(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 all or any portion of which this Agreement is in effect.

(k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).

(l) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

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

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter described in the Application documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(n) “**HRC**” shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean “**CMD**” or the Contract Monitoring Division of the City.

(o) “**Indemnified Parties**” shall mean: (i) City, including the Agency 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.

(r) “**Contractor**” shall mean “**Grantee**” as certain City Contracting requirements also apply to Grants of the City of San Francisco.

**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 Agency. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. 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.

## **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; Guaranteed Maximum Costs.** No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. 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 that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed 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.

**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 SUPERSEURE 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.

### 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 Agency has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on the effective date specified in Section 3.1. Subject to Section 2.2, the term of this Agreement shall be from the date of certification by the Controller to one (1) year thereafter, with the option to modify for up to two (2) additional years.

### ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall, in good faith and with diligence, implement the Grant Plan on the terms and conditions set forth in this Agreement and 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 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.

**4.4 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 Agency. Except as set forth in this Section, Grantee shall not use the name of the Agency 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.** In no event shall the amount of Grant Funds disbursed hereunder exceed ONE MILLION FIVE HUNDRED THIRTY SIX THOUSAND ONE HUNDRED FORTY FIVE Dollars (\$1,536,145.00).

**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, if any, 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 Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency 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 Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each month.

**5.4 State or Federal Funds**

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements may be found in Appendix G, "State/Federal Funding Terms."

**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 Agency, in form and substance satisfactory to the Agency. 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, on or before the date of this Agreement, 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.** 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; Monetary Penalties.** Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to 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 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.

**6.9 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 Article 6.

## **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. Reserved. Earned Income Credit (EIC) Forms.**

**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 or 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 one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, 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.

(a) 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.

**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.

## **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 Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 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 and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, 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 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 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 (RFPs) 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 such 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 that is covered by such 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 has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within 90 days after the end of June provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

### **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 in all events 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 Agency 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 shall be (a) deposited in the U.S. mail, first class,

certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City: San Francisco Public Works  
1155 Market Street, 4th Floor  
San Francisco, CA 94103  
Attn: Stacey Camillo

If to Grantee: Hunters Point Family  
1800 Oakdale Avenue, #406  
San Francisco, CA 94124  
Attn: Lena Miller

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

**15.3 Change of Address.** From time to time 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 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

**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.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(f) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**16.9 Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

#### **16.10 First Source Hiring Program.**

(a) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 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. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs.

Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**(c) Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is “qualified” for the position.

**(d) Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**(e) Liquidated Damages.** Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm

caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with S. F. 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 Reserved. (Supervision of Minors).**

**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 the 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, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the 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. The 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. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The 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 [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the

date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**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 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**16.20 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 Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency 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 Agency 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 Agency 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 the director or president, as the case may be, of the Agency 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, Form of Funding Request
- 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 6.4	Financial Statements.	Article 12	Disclosure of Information and Documents
Section 6.5	Books and Records.		
Section 6.6	Inspection and Audit.	Section 13.4	Grantee Retains Responsibility.
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Section 6.8	Ownership of Results.	This Article 17	Miscellaneous
Article 7	Taxes		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

**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.

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

CITY

SAN FRANCISCO PUBLIC WORKS

By: 

MOHAMMED NURU  
DIRECTOR

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

HUNTERS POINT FAMILY

By: 

Print Name: Lena Miller

Title: Executive Director

Federal Tax ID #: 94-3361252

City Vendor Number: 57084

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: 

Yadira Taylor  
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 paid by Grantee prior to the submission of the applicable Funding Request. Mobilization fee of \$100,000 will be paid back to the City by a minimum of 20% withholding (\$20,000 monthly) from all Funding Requests made subsequent to the first advance until the entire advance is repaid.

<b>Eligible Expenses include:</b>	<b>Eligible Expenses to exclude:</b>	<b>Acceptable Documentation:</b>
<ul style="list-style-type: none"> <li>▪ Salaries for direct program staff providing services for this grant program</li> <li>▪ Salaries for managerse who supervise direct program staff</li> <li>▪ Salaries for executive and clerical staff, limited to only the time allocated to this grant program</li> </ul>	<ul style="list-style-type: none"> <li>▪ Stipend for grant program workers</li> <li>▪ Administrative staff not providing direct program services or supervision of program staff</li> <li>▪ Bonuses paid to staff</li> <li>▪ Payments to staff that are on leave</li> <li>▪ Severance payment to former staff</li> </ul>	<p><b>Personnel:</b> Payroll records including internal records and/or those from a payroll service. All payroll records should have associated timesheets that match hours and salary paid. Timesheets are required for all staff that are paid with Grant funds, <u>including all exempt or salaried staff</u>. If a staff member's hours are shared between multiple programs, timesheets should reflect this.</p>
<ul style="list-style-type: none"> <li>▪ FICA and SUI</li> <li>▪ Workers Compensation</li> <li>▪ Health benefits</li> <li>▪ Retirement benefits</li> <li>▪ Payout for unused staff vacation or compensation time</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vacation, sick time or over time (compensation time) accruals for prior fiscal year</li> <li>▪ Taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of the Grant Agreement of which relate to periods before or after the term of the Grant Agreement</li> </ul>	<p><b>Fringe Benefits:</b> Payroll records including internal records and/or those from a payroll service. Invoices from health insurance provider, statement from retirement benefit provider, as well as proof of payment</p>
<ul style="list-style-type: none"> <li>▪ Services provided to participants or staff by non-staff individuals, another nonprofit organization or for-profit company</li> </ul>	<ul style="list-style-type: none"> <li>▪ Grantees may use subcontractors to perform services but a subcontractor may not subcontract out this work</li> </ul>	<p><b>Subcontractors:</b> Invoices from subcontracting agency providing services to program and a signed contract or Memorandum of Understanding (MOU) containing a clear scope of work and rate of compensation</p>
<ul style="list-style-type: none"> <li>▪ Program supplies that are consistent with the type of services provided by the grant program* (i.e. toilet paper, cleaning supplies, brochures, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supplies not used in direct operation of the funded grant program</li> <li>▪ Durable goods for the porgram or agency</li> </ul>	<p><b>Program Materials &amp; Supplies:</b> Invoices/receipts for all expenses and proof of payment *Must receive prior approval from Public Works</p>
<ul style="list-style-type: none"> <li>▪ Rent and utilities for program space</li> </ul>	<ul style="list-style-type: none"> <li>▪ Rent and utilities for administrative staff space (this should be part of your Overhead)</li> <li>▪ Security deposits</li> <li>▪ Cost for loans against owned property</li> <li>▪ Acquisition of real property (excluding leases for a 10 year term or less)</li> <li>▪ Cost recovery greater than \$25 per square foot or 10% of the total award amount</li> </ul>	<p><b>Rent:</b> Copy of lease and/or mortgage documents should be available as back up documentation. Monthly invoices from landlord or lending institution which clearly states address, rate and month of invoice. <b>Utilities:</b> Bill or invoice from PG&amp;E, SF PUC, Recology, maintenance company or individual providing maintenance</p>

<ul style="list-style-type: none"> <li>▪ Staff training: can be used to pay registration or attendance fees for staff to attend workshops aimed to build capacity for the program</li> </ul>	<ul style="list-style-type: none"> <li>▪ Staff training: out of town conference, transportation, lodging, food or per diem for staff</li> </ul>	<p><u>Staff Training:</u> Bill or invoice from company providing training. Statement should include name of attending staff, cost per staff and total payment</p>
<ul style="list-style-type: none"> <li>▪ Staff transportation: local travel, gas reimbursement, parking fees, bridge tolls</li> <li>▪ Major transportation expenses with prior approval: advance approval is required for major transportation expenses. Grantees should always use the most efficient, direct and economical form of transportation possible.</li> <li>▪ Purchase of vehicle for direct use by the funded program, with prior approval of Public Works</li> <li>▪ Standard maintenance of program vehicle</li> </ul>	<ul style="list-style-type: none"> <li>▪ Transportation: out of town travel to conferences or trainings for staff</li> <li>▪ Parking/moving violations, tickets and penalties for infractions of any laws, towing charges</li> <li>▪ Cost of purchasing a vehicle <u>without prior approval</u></li> </ul>	<p><u>Staff Transportation:</u> Mileage log with amount paid per mile and total reimbursement. Receipts and/or signed documentation for staff who receive Clipper Cards, BART tickets or MUNI tokens.</p>
<ul style="list-style-type: none"> <li>▪ Insurance: General Liability, Automobile Liability, and Workers Compensation, as required by Public Works. Costs should be consistent with the agency's budget plan</li> </ul>		<p><u>Insurance:</u> Invoice from insurance company/broker</p>
<ul style="list-style-type: none"> <li>▪ Durable good purchases, such as computers, printers, workstations</li> <li>▪ Office equipment rentals</li> </ul>	<ul style="list-style-type: none"> <li>▪ Items not for primary and direct use as part of Grant Program</li> </ul>	<p><u>Equipment:</u> Invoice or receipts with detail on items purchased, cost, etc.</p>
<ul style="list-style-type: none"> <li>▪ Building maintenance</li> <li>▪ Office Equipment maintenance</li> <li>▪ Vehicle maintenance and repairs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Capital expenses such as major building renovations</li> <li>▪ Depreciation of building and equipment</li> <li>▪ Property taxes</li> </ul>	<p><u>Maintenance:</u> Invoice/statement from maintenance company and/or receipts for cleaning supplies. Receipts for vehicle repairs that specify the vehicle, what was repaired and cost. Receipts showing repair to office equipment such as copiers, computers, etc.</p> <p><u>Communications:</u> Bills from phone service providers which show the phone numbers covered. Receipts for postage purchases or bill from mail service. Bills from internet providers showing phone number or location of internet services. Receipts for printing of program materials and copy of what was printed should be attached.</p>
<ul style="list-style-type: none"> <li>▪ Postage, telephone, cell phone</li> <li>▪ Outreach materials</li> </ul>	<ul style="list-style-type: none"> <li>▪ Postage not for primary and direct use as part of Grant Program</li> </ul>	



<ul style="list-style-type: none"> <li>▪ Bank charges, such as monthly cost for having a checking account, if applicable</li> <li>▪ Office Equipment maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bank fees for administration cost, late/overdraft fees</li> <li>▪ Credit cards and utilities penalties, late charges or interest on any late payment</li> </ul>	<p><u>Payroll Cost:</u> Invoice from payroll service or detailed payroll summary generated by agency's internal finance software.</p> <p><u>Fees:</u> Bank statement showing fees associated with the agency's account.</p>
<ul style="list-style-type: none"> <li>▪ Job posting and staff finger printing</li> </ul>		<p><u>Human Resource Cost:</u> Bills or receipts for cost of fingerprinting. Receipts for job posting showing the number of job postings (attach job announcement if possible).</p>
<ul style="list-style-type: none"> <li>▪ Audit expense</li> <li>▪ Salary for executive director (for time spent directly on the program)</li> <li>▪ Salary for finance director, bookkeeper, controller, or other fiscal staff</li> <li>▪ Fees for contract administrative personnel (bookkeeper, accountant, etc.)</li> <li>▪ Rent, utilities, payroll processing and other HR expenses for administrative activity</li> <li>▪ Fiscal sponsor fees</li> </ul>	<ul style="list-style-type: none"> <li>▪ Cost of a fiscal agent may not exceed 10% of budget</li> </ul>	<p><u>Audit:</u> Bill from audit firm or copy of audit</p> <p><u>Bookkeeper and/or Controller Service:</u> Invoice for service to include month of service, hours, etc. A copy of contract with bookkeeper (if independent contractor) should be available.</p> <p><u>Fiscal Sponsor/Fiscal Agent:</u> Invoice for services. A copy of contract between sponsor/agency and program should be available.</p> <p><u>Rent, utilities, payroll, etc.:</u> See notes above.</p>

## Appendix B--Definition of Grant Plan

Scope of Work to include the following:

1. Monitoring of ten (10) Pit Stop locations, six (6) Portable and four (4) Permanent Pit Stop facilities, in the City to ensure the availability of safe and clean public restroom facilities. Please see Sample Schedule below for a list of locations and service hours, for references.
  - a. Monitoring includes the following duties:
    - i. Daily set-up and cleaning of the portable public restroom facility at each of the four existing Tenderloin Pit Stop locations
    - ii. Ensure safe usage of the Pit Stop restroom by members of the public.
    - iii. Report any damage or misuse of the Pit Stop restroom to Public Works.
    - iv. Secure Pit Stop restroom in the event that it becomes unusable due to damage or vandalism.
    - v. Clean the sidewalks, curbs, and other areas immediate to the Pit Stop restroom.
    - vi. Providing weekly reports on usage, needle counts and other data relevant to performance of the Pit Stop program.
    - vii. Managing the collection of waste (needles, trash, and animal/human waste) in designated City-provided receptacles at Pit Stop locations
    - viii. Monitors to serve as an "Ambassador" and assist the needs of the General Public, such as, but not limited to, answering questions, providing directions, etc. in a respectful and professional manner
  - b. Monitoring will be at a minimum of:
    - i. Seven (7) hours per day, and five (5) days a week for Portable Pit Stop locations.
    - ii. Eleven (11) hours per day, and seven (7) days a week for Permanent Pit Stop locations.
2. Weekly reporting of data on each Pit Stop location (including usage rates and demographic information) as well as on the volume of the specific waste types collected around the Pit Stop locations.
3. Job training, employment, and workforce development opportunities for local residents, especially those in economically disadvantaged neighborhoods.
  - a. Grantee to provide regular progress updates on individuals part of the workforce development program – such as, but not limited to, resume writing, interviewing skills, certificates obtained, and number of job interviews attended.
  - b. Individuals who are part of the workforce development program, to be placed into full-time positions within one year of working as a Pit Stop Monitor.
  - c. Grantee to follow up with individuals who were part of the workforce development program up to one (1) year after leaving the Pit Stop Program.
4. Activities to support the expansion of the Pit Stop Program to other neighborhoods across the City. Activities includes the following:
  - a. Providing monitoring services for temporary public restroom facilities outside of the four existing Tenderloin Pit Stop Program locations.
    - i. Monitoring of restrooms will include the same duties as described in Section I(B)1 above, but for new Pit Stop locations.
  - b. Monitoring (as described in Section I(B)1 above), reporting, and proposing alternative methods of providing safe and clean public restroom facilities in other neighborhoods.

5. Grantee to perform outreach efforts and schedule outreach meetings with members of the local community where a Pit Stop is located. Meetings should include, but not be limited to, San Francisco Police Officers, neighborhood services, local businesses, and other interested neighborhood residents.
  - a. Grantee shall start with an Introductory kick off meeting, followed by regularly scheduled meetings.

To support the grantee in successfully managing the Pit Stop program, the City will provide:

1. Portable Restroom Facilities – The City will provide the portable restroom facilities, including separate receptacles for needles, trash, and animal/human waste, to be used for this program.
2. Disposal Services – The City will provide disposal services for the collection of waste accumulated in the receptacles for needles, trash, and animal/human.
3. Storage Space – The City will provide a secured storage area to store the portable restroom facilities during non-operating hours.
4. Transportation – The City will transport the restroom to and from the designated Pit Stop locations daily.
5. Permits – The City will provide the street space occupancy permits for parking the portable restroom facilities on the street.
6. Parking – The City will transport the portable restroom facilities to the designated holding area during operating hours. The City will provide the street space occupancy permits for parking the portable restroom facilities on the street.
7. Maintenance – The City will perform maintenance services needed to repair/replace nonfunctioning or damaged components of the portable restroom facilities.

Sample Schedule\* to conduct Services include, but not limited to:

Location	Type of Facility	Hours of Operation	# of Staff	Days of Service
Hyde/Turk	Portable	2:00pm – 9:00pm	1	Monday – Friday
Golden Gate/Jones	Portable	2:00pm – 9:00pm	1	Monday – Friday
Taylor/Ellis	Portable	2:00pm – 9:00pm	1	Monday – Friday
Jessie/6 <sup>th</sup> Street	Portable	2:00pm – 9:00pm	1	Monday – Friday
16 <sup>th</sup> St./Capp St.	Portable	11:00am – 6:00pm	1	Monday – Friday
Mission/Sycamore	Portable	2:00pm – 9:00pm	1	Monday – Friday
Civic Center	Permanent	9:00am – 8:00pm	4	Monday - Sunday
UN Plaza	Permanent	9:00am – 8:00pm	4	Monday - Sunday
Church/Market	Permanent	9:00am – 8:00pm	4	Monday - Sunday
16 <sup>th</sup> St./Mission	Permanent	9:00am – 8:00pm	4	Monday - Sunday

\*This is a sample and is subject to change as deemed necessary by the City

The term "Grant Plan" shall mean

<b>TIME FRAME</b>	<b>Activities</b>	<b>Outcome/Goal, Deliverables</b>	<b>Responsible Party</b>
Year One First Quarter	Contracts are signed with City and with vendor to lease units; supplies purchased; job descriptions finalized; applicant interviews, staff hiring, orientation and training. Payroll set up, Data Collection plan set up for weekly reporting. App developed to record and report data. Brochures developed for Pit Stops.	Contracts in place, Reporting systems in place, Staff trained and program begins providing services at 8 locations. Pit Stop Brochures available to public.	Program Director
Year One Second Quarter	Ongoing staff training; feedback gathered from neighbors and other stakeholders; monthly team meetings for QCI; brochures are developed to help the homeless; information for tourists	Monitors reach out to help the homeless, tourists, neighbors, and beautify the area. Pit Stop website live.	Project Team (Program Director, Executive Director, 2 Supervisors)
Year One Third Quarter	Discussions take place with the City around expansion plans; HPF refers youth to community service; ongoing staff training and support from parole services and the Family Center. Ongoing outreach to local merchants, civic and neighborhood groups.	Recommendations provided for program expansion, monitors work with clients, improve skills Maintain positive relationships with local merchants/neighbors.	Project Team
Year One Fourth Quarter	Ongoing staff training, monitoring, data collection, and reporting; presentations made to share successes with the public and other stakeholders. Ongoing outreach to local merchants, civic and neighborhood groups.	Analysis of data before and after. Annual report and presentations are available for outreach and evaluation	Program Director

The Grant Plan shall include this revised Budget

	Portable Toilets								Permanent Toilets						Program Costs	
	# Mobile Locations	Units	FTE	Hours/Day	Days/Year	Hourly Rate	Unit Cost	Annual Cost	# IC Decaux	FTE	Units	Hours/Day	Days/Year	Annual JC Decaux	Combined Annual Program Cost	
<b>A. Direct Monitoring Costs</b>																
Pit Stop Monitors 1.25 FTE each (\$16.00/hr)	6.00		1.00	8.00	260	\$ 16.00		\$ 199,680	4.00	2.00		11.00	365	\$ 513,920	\$ 713,600	
Payroll Taxes-7.65%, SUI-1.5% & Workmans Comp.12% and Health 8% (Total 29.15%)								\$ 58,207						\$ 149,808	\$ 208,014	
Uniforms		6.00					\$ 250	\$ 1,500			8.00			\$ 2,000	\$ 3,500	
Signs		6.00					\$ 1,500	\$ 9,000			4.00			\$ 6,000	\$ 15,000	
Truck		1.00					\$ 25,000	\$ 25,000			-			\$ -	\$ 25,000	
Comm. Equipt.		6.00					\$ 2,500	\$ 15,000			4.00			\$ 10,000	\$ 25,000	
Cleaning Supplies		6.00					\$ 1,000	\$ 6,000			4.00			\$ 4,000	\$ 10,000	
<b>TOTAL:</b>								\$ 314,387						\$ 685,728	\$ 1,000,114	
<b>B. Program Oversight, Weekly Reporting, Workforce Development, and other Grant Activities</b>																
Executive Director (.1 FTE @ \$43/hr)								\$ 8,944	(add 25%)					\$ 2,236	\$ 11,180	
Project Manager (.20 FTE) @ \$36/hr								\$ 14,976	(add 25%)					\$ 3,744	\$ 18,720	
Lead Supervisor (1.0 FTE @ \$30/hr)								\$ 62,400							\$ 62,400	
Site Supervisors (1.5 FTE @ \$26/hr)								\$ 81,120	(add 50%)					\$ 40,560	\$ 121,680	
Admin.Asst (.25 FTE @ \$19/hr)								\$ 9,880	(add 50%)					\$ 4,940	\$ 14,820	
<b>Subtotal</b>								\$ 177,320						\$ 51,480	\$ 228,800	
Employee Benefits & Taxes (28%)								\$ 49,650						\$ 14,414	\$ 64,064	
<b>Total Personnel:</b>								\$ 226,970						\$ 65,894	\$ 292,864	
<b>Personnel Total</b>								\$ 541,356						\$ 751,622	\$ 1,292,978	
<b>C. Non-Personnel / Variable Costs</b>																
Brochures, Website								\$ 15,000							\$ 15,000	
Computers/Printers								\$ 4,000						-	\$ 4,000	
Workstations								\$ 2,000							\$ 2,000	
Transportation/Gas and Mileage Reimbursements								\$ 5,000						\$ 4,800	\$ 9,800	
Evaluator (Contractor)								\$ 8,000						\$ 4,000	\$ 12,000	
<b>TOTAL:</b>								\$ 34,000						\$ 8,800	\$ 42,800	
<b>TOTAL DIRECT COSTS:</b>								\$ 575,356						\$ 760,422	\$ 1,335,778	
<b>D. Indirect Costs</b>																
Indirect Costs (at 15%) - Rent, Utilities, etc.								\$ 86,303						\$ 114,063	\$ 200,367	
<b>Total Grant Costs</b>								\$ 661,659						\$ 874,485	\$ 1,536,145	



**Hunters Point Family**

**Original Proposal Submission**

## Project Summary

Hunters Point Family requests \$1,000,000 to implement the Pit Stop program. Goals include employing residents with multiple barriers to employment, including poverty, underemployment, and former incarceration; Beautify and instill pride in the community; and Create collateral benefits to the local economy through maintenance of safe, clean walkways in high traffic areas.

## Project Description

The Hunters Point Family's (HPF) Pit Stop program will address workforce development, community engagement, and beautification of the city, consistent with the Public Works Strategic Plan 2015-2017 to ensure safe, clean, sustainable and inviting public spaces in San Francisco, particularly in neighborhoods with high rates of human and animal waste on public sidewalks.

Our goals for workforce development include focusing on the needs of a population of San Francisco residents who are ready to work, but face multiple barriers to employment, with a specific emphasis on individuals who have been incarcerated. High rates of unemployment in the ex-offender population contribute to persistent poverty and dysfunction in urban neighborhoods across the US, and studies have shown that putting ex-offenders in employment helps to reduce crime and recidivism. Unemployment rates are especially high for "Lifers" being released from California prisons. While Lifers have historically low rates of returns to incarceration, this group encounters significant hiring challenges in addition to their criminal records: the length of time they have been out of the labor force, their age (older), and lack of familiarity with new technologies. This project will provide job training and employment opportunities that will help these residents break the cycle of intergenerational poverty and improve living conditions for both the neighborhoods and the individuals who participate.

HPF has an extensive network of community based organizations, governmental agencies, and employers that it will utilize to recruit participants for the Pit Stop program. These agencies also provide supportive services. For example, HPF's Ujamaa Workforce Division is a member of OEWD's Workforce Provider network, a network of workforce development agencies. This project can recruit from HPF's job training programs in SF HOPE sites, including Hunters View, Oakdale, Harbor Road, and Alice Griffith. Participants receive job readiness training, hard-skills job training, placement, barrier removal, and other wrap-around support services through HPF's workforce programs. HPF will also request referrals from the California Parolee Service Center on Taylor Street. Parolees assigned by parole to the "Geo Center" have access to significant resources and supervision (funded by Parole Services): transitional housing, case management, group classes in: Employment Readiness and Job Search, Parenting, Substance Abuse, Family Lab, Life Skills, Cognitive Skills/MRT, GED Education; Urinalysis testing and Breathalyzer testing, along with close supervision, sanctions and incentives, are provided to resident parolees at the Geo Center to help them to stay on track.

Our project design includes a recruiting /hiring process; training in soft skills and technical training; working in collaboration with other agencies to help our participants access eligible services; ongoing training and supervision; incentives/rewards; staff evaluations/feedback; and financial management/budgeting support.

The following are the **Objectives** for Hunters Point Family's (HPF) Pit Stop Program:

- To provide safe and clean restroom facilities to the general public.
- Pit Stops will be a resource for the general public by providing referrals and information regarding social services to the homeless population and information regarding popular tourist destinations to visitors of San Francisco.
- To provide employment in a parallel process with HPF's evidence based programming of wrap around support services and/or in a parallel process with any other similar services (i.e. provided by parole).
- To provide structured training to new hires on a path to apprenticeships, post-secondary educational programs, and expanded employment opportunities.



- To provide opportunities for Offender Restorative Justice, a Continuum of Care, to help overcome the stigma and fear of the ex-offender by providing role models, modeling pro social behaviors.
- To beautify the City, clean up the streets alongside Public Works and neighborhood residents, to help instill pride in the community and help improve the quality of life in San Francisco.
- To create collateral benefits to Public Works, to the City and local economy for conventions, hotels, restaurants, taxis, airports, public transit, and businesses.
- To create a website and informational materials for the Pit Stop program to expand awareness and provide information to the general public on the benefits of the program.

**Recruiting/hiring:** Applicants will be screened and vetted by HPF Site Supervisors/Career Coaches. Applicants will include residents of SF HOPE sites, formerly incarcerated Lifers and Veterans who demonstrate an ability and motivation to enter employment. HPF will make every effort to recruit and hire an equal ratio of women to men. Applicants will submit resumes and participate in an interview and orientation/training process.<sup>i</sup>

Upon enrollment, Career Coaches will work in partnership with participants to create an individualized career plan, called an “Individual Service Strategy” (ISS) that, in addition to identifying the participant’s career objectives, the ISS identifies assets such as aspirations and life goals, available (and positive) support systems, and any work or educational experience as well as those barriers to employability, including, but not limited to: history of contact with the justice system and other social services, gang or turf-related conflicts, parental responsibilities, financial hardships, etc.

Coaches will coordinate service provision and track participants’ progress on their ISS to ensure elimination all of the identified barriers on their path to permanent, unsubsidized employment. Coaches meet with jobseekers on a bi-weekly basis to discuss and record progress in areas like the number of barriers mitigated, any difficulties or challenges encountered on the job, and their progress toward the goals in their ISS. At the six- month milestone, Coaches will meet with participants to reevaluate and modify their ISS to reflect their progress and/or changing needs.

Upon approval by Public Works, HPF will hire and train 10 adults to fill 8 work slots: 8 daily monitors (one at each Pit Stop location), 2 daily drivers/alternates to help cover dinner breaks, absences, and special tasks delegated by the Supervisors. The monitors will work five 8-hour days each week, with a half hour dinner break. Work hours will be 1:15 pm to 9:45 pm, Monday through Friday, with 45 minutes for set up and 45 minutes for break down and check out. Mondays and some weekend days will be used for training, staff meetings, data review and analysis. Un-paid activities related to workforce development will also be encouraged, as they come available through HPF’s workforce division, parole services, and other agencies.

In addition to 10 Pit Stop Monitors. HPF will hire 2 Career Coaches to act as Site Supervisors to provide supervision and support of Pit Stop employees. Career Coaches will be experienced in working with the target population, manage staff, post schedules, direct staff to the various sites, oversee data collection and reporting, approve hours for payroll, and provide daily oversight of the operations. Career Coaches will have extensive experience working with individuals who are underemployed, have multiple barriers to employment, and parolees.

**Training, Orientation, and Supervision:** Orientation will cover the goals and objectives articulated in the SF DPW Strategic Plan and the Core Values (Respect, Integrity, Responsiveness). In addition to technical training (data collection, policies on when to call the supervisor, how to collect needles and trash), training will be provided in Customer Service to ensure all Pit Stop monitors reflect a welcoming, helpful presence in the neighborhoods.

The Hunters Point Family provides the Roots of Success job-training curriculum that incorporates environmental literacy while teaching academic skills, interview skills, employer expectations, appropriate

---

<sup>i</sup> Sex offenders will be excluded.

work attire, and life skills. The curriculum also provides strategies and practical tools for living productively and supports exploration of personal values and goals as they relate to transformation from any destructive behavior to empowerment and self-esteem.

All Pit Stop Monitors will be required to complete 8 hours of training with the City Ambassador Program to become official City Ambassadors. Administered by the Office of Civic Engagement & Immigrant Affairs (OCEIA), a division of the City Administrator's Office, the Community Ambassadors Program is a safety program designed to bridge tensions in the community due to cultural or linguistic differences. The training consists of safety, crime prevention, cultural sensitivity and community outreach.

Pit Stop Monitors will also complete the standard First Aid and CPR training course and earn a certification in First Aid and CPR. Pit Stop Monitors will also be required to complete training in conflict mediation and effective communication practices, crisis management, and emergency response. They will be trained in how to respond to adults and youth who are homeless, who are exhibiting symptoms of substance use or mental illness, and using the concepts of motivational interviewing to guide them to seek help. Additionally, each week, as part of their training, they will visit various shelters, free clinics, soup kitchens, and other social services so that they are knowledgeable about the various referral resources they provide to the public.

**Operations:** Pit Stops will be inviting, safe, and comfortable. Signage will be bright and designed to be reminiscent of a racecar pit stop, with checkerboard design and logos of the City and County of San Francisco, the Department of Public Works, the Hunters Point Family, and others as appropriate. Monitors' uniforms will also be reminiscent of Race Car pit stop crews and include caps and racecar style jackets with checkerboard designs on the sleeves and patches of stakeholder logos. Monitors will also be provided with professional uniforms (vests), work boots, gloves, Tyvek coveralls for handling hazardous wastes, rain gear, two way radios for communication and/or work cell phones, needle disposable containers, brooms, broom pans, safety goggles, bags, pickers to pick up trash, face masks (optional), bags for garbage and dog/human feces. The Pit Stop theme will make the Pit Stops more visually appealing and interesting in an effort to engage the public. Each Pit Stop will be stocked with a portable magazine racks to hold informational materials regarding social services such as soup kitchens, shelters, recovery programs, mental health, and health services. There will also be maps, brochures, and marketing materials, targeted towards tourists, available in multiple languages.

While providing information and resources to the public is an essential job function of Pit Stop Monitors, their primary function is to monitor the Pit Stops. Monitors will ensure that the Pit Stop restrooms are clean and safe by ensuring that Pit Stops are being used for the appropriate purposes, that each individual maintain a time limit of between two and ten minutes, and that Pit Stops are clean and well-stocked with disposable seat covers, toilet paper, and hand sanitizer, after every use. Monitors will also be responsible for reporting any maintenance needs and ensuring they are attended to in a timely manner. Pit Stop Monitors will also be responsible for ensuring the area around the Pit Stops are clean by picking up wastes, sweeping, and calling DPW crews for additional cleaning, graffiti removal, and debris removal services, as needed.

A website will be developed for the Pit Stops that provides information on the Pit Stops, including the locations and hours, purpose, statistics on usage, information regarding diversion of waste, testimonials from consumers and business owners, resources for tourists and homeless populations, and a section for customer feedback. Brochures will also be developed for the Pit Stops that will be available at Pit Stop sites and for distribution to local merchants and civic groups where Pit Stops are located.

The Pit Stop Supervisors will conduct ongoing outreach to local merchants, community groups, and service providers to inform them about the purpose of the Pit Stop, provide them with information regarding usage, waste diverted, etc., and answer any questions or concerns. Supervisors will provide presentations to the local community and civic groups, on a quarterly basis, and visit local merchants and businesses, on a monthly basis, in an effort to establish positive working relationships, ensure no outstanding issues arise, and solicit feedback about how to better serve the community.

The Pit Stops will be more than just public restroom facilities. Pit Stop Monitors will be ambassadors and stewards to the community where Pit Stops are located. HPF's goal is that merchants, the homeless and transient populations, and tourists alike will embrace and view the Pit Stops as a vital asset to their immediate environment and the City of San Francisco.

**Workforce Development:** Upon satisfactory performance as Pit Stop Monitor, for a period of up to six months, Career Coaches will meet with Pit Stop Monitors to determine career interests and goals and work with them to identify job opportunities that are consistent with their career goals. HPF currently maintains contracts with the SF OEWD to provide job training and placement services and the United States Environmental Protection Agency to provide hard skills training and placement in the areas of hazardous removal and clean up. Graduates of these programs typically join the union and secure Union jobs and wages. HPF will utilize these and other employment resources to provide ongoing training and job placement for Pit Stop Monitors seeking new challenges and opportunities.

**Contracts, Grants administration, and Payroll** will be handled by HPF's Executive Director, Ms. Lena Miller, Certified Public Accountant, Mr. David Brown, and Bookkeeper, Ms. Candice Pierson. The project team, which includes the Director of HPF's Ujamaa Workforce Division, Melody Daniel, Career Coaches DeJuan Lewis and Dwayne Cooks, and Project Evaluator Faith Fuller, will meet monthly to review the data and project outcomes and activities for Continuous Quality Improvement. The team will also work closely with the appropriate Dept. of Public Works representatives to maintain compliance to the terms of the grant contract.

The project team has completed a preliminary analysis of the City's pedestrian traffic, identified neighborhoods with high concentrations of human and animal wastes on sidewalks, litter and debris, and known homelessness, and will work with the DPW to identify additional locations to recommend to the City for new Pit Stop locations.

### **Project Team Qualifications**

The Hunters Point Family (HPF) is the lead agency for the Pit Stop program. HPF has provided workforce development programming and services in the areas of community beautification, hazardous material removal, urban gardening, and landscaping as part of its service model since 1999. All HPF programs and services were developed in direct response to the unique circumstances and needs of the "high-risk" populations living within District 10's public housing communities, so that the agency has developed a unique niche working effectively with underserved and underemployed populations, with many barriers to employment.

HPF's workforce division currently maintains contracts with the City, federal government, and private foundations to provide services to job seekers with multiple barriers to employment: Intensive Case management, GED/high school diploma support, barrier removal, referrals, Job Readiness Trainings, Environmental Job Training certifications, paid internships, job placement, and social enterprises. HPF will leverage our existing workforce development contracts and partnerships with other service providers to ensure that employees of HPF's Pit Stop program receive comprehensive services for all of their identified needs in a culturally authentic manner. HPF's staff has experience and expertise working with the target population and has consistently met or exceeded outcome for contracts to train and employ participants. HPF's experience in urban green projects, workforce development services for underserved populations, deep relationships with the community, and our ability to leverage existing partnerships with other service providers make it an ideal provider for the City's DPW Pit Stop program.

HPF has successfully maintained WIA and other local and federal contracts for over 7 years, so that we are well- equipped and prepared to tackle the most cumbersome reporting requirements and achieve the most challenging programmatic outcomes. HPF has consistently demonstrated our agency's sound infrastructure to

support the work. We undergo several rigorous programmatic and fiscal audits, by representatives of the City and the federal government every year. Additionally, HPF conducts our own independent, programmatic evaluations and undergoes a yellow book audit annually, to ensure we are meeting our own standards for professionalism and excellence. HPF has never experienced any problems with the administration of any public or private grants; therefore, HPF has the capacity to ensure that all of DPW's programmatic and reporting standards are adequately and appropriately fulfilled.

The following are the members of HPF's Pit Stop Program Team:

**Program Director-**Ms. Melody Daniel- Director of HPF's Workforce Division, will be the principal liaison for the Pit Stop project and meet with representatives from the DPW at regular established meeting times, to review the scope of work, trouble shoot any issues that may arise, provide feedback and solicit input to improve the program. Ms. Daniel will oversee program implementation, supervision Pit Stop employees, and oversee monitoring and reporting. Ms. Daniel has a Masters Degree in Marriage and Family Counseling and has been employed by HPF for over sixteen years where she is responsible for the overall implementation of HPF's workforce development programs. Ms. Daniel has extensive experience implementing OEWD, DCYF, EPA, PUC & DPW workforce contracts including Workforce Investment Act (WIA) and America Reinvestment and Recovery (ARRA) contracts. Ms. Daniel has also maintained employment with GeoCare for over 8 years as Supervisor, working with formerly incarcerated individuals to remove barriers and connect them with permanent housing and employment.

**Career Coach/Site Supervisor-**Mr. DeJuan Lewis, will be responsible for outreach, supervision and monitoring of employees, and data collection for the Pit Stop Program. Mr. Lewis has extensive experience working as a Case Manager at GeoCare, a residential facility for parolees transitioning into society, where he provides case management services, mental health, and employment support, and supervision to facility residents. Mr. Lewis will work with HPF to select a team for the Pit Stop program that is comprised of residents from the GeoCare facility who are motivated, prepared, and disciplined to successfully implement the unique set of qualities and skills required for the Pit Stop program. Mr. Lewis has a Bachelors Degree in Psychology and has worked closely with DPW's Community Clean Team for over two years.

**Career Coach Site Supervisor-**Mr. Dwayne Cooks will be responsible for supervision and monitoring of Pit Stop Employees, as well as data collection for the Pit Stop Program. Mr. Cooks has over 14 years of experience as a Parole Agency and recently retired as the Chief Deputy Administrator for Parole Administrator where he was responsible for the supervision of field operations for 19 counties. Mr. Cooks has a Bachelors Degree in Criminal Justice and over 30 years in the field of law enforcement. Mr. Cooks will also be ideal as a Site Supervisor; he is intimately familiar with the requirements for the Pit Stop employees to successfully complete their probationary sentences and integrate into society, while supporting them to interact with Pit Stop patrons in a professional and productive manner.

**Program Evaluator-**Faith Fuller will be responsible for the evaluation of the Pit Stop program, including designing evaluation instruments, developing systems for data collection, compiling and maintaining data, and generating reports for review by the Pit Stop Team and DPW administration. Data will be used to ensure HPF is achieving stated goals and objectives and to constantly monitor and refine programming to ensure continued excellence in service and outcomes. Ms. Fuller has an MBA in accounting and over 10 years of experience performing programming evaluations for non-profit organizations focused on high risk populations.

### **Project Evaluation**

HPF participates in several rigorous evaluations each year. Because the agency has several contracts with the City and federal government to provide workforce development services, HPF has developed systems to track and record service units and outcomes for every participant.

To measure recruitment activities, staff record outreach activities, including scheduled information and

orientation sessions; tabling at events, outreach through workforce development networks, and distribution of flyers. Individuals who express interest in HPF's workforce programs are provided with an intake and assessment package to determine eligibility. All intake packages are maintained, along with staff notes, to document eligibility assessments and enrollment, in a locked file cabinet at HPF's offices and an electronic copy is also maintained.

Job training, employment, and workforce development activities will use various metrics and evaluation methods to gauge progress toward the project goals. The project will record the number of adults interviewed, the number hired, with demographics, which include current residence and background information on what neighborhoods the applications are familiar with. The effectiveness of Job training will be evaluated with written tests of the material and a questionnaire for participant feedback. Periodic staff evaluations will provide opportunities to develop staff goals and to receive feedback from Supervisors, and will be a part of ongoing on-the-job training. Enrollment in outside educational programs or services, Phase advancement, and acceptance to apprenticeships or other employment will be tracked and reported and documented in personnel files. Additional evaluation activities may be conducted in partnership with DPW to survey the public or the residents of the surrounding neighborhoods, for measures of customer satisfaction and to promote continuous quality improvement.

**Data Collection:** Attached is a sample (proposed) Daily Report to be completed by monitors at each site. The Daily Report includes Utilization Reporting (usage time, demographics of users); and Incident Reporting (damage, misuse, disturbances, noting any times that the unit was inoperable, and if necessary, noting when the Supervisor or DPW was notified). Monitors will also record positive interactions with the public in this category. A third area of the Daily Report is Cleaning and Beautification, where monitors will record needles, trash pick-up, and any other cleaning activity, including calls to DPW to report an area that needs attention, such as debris and graffiti removal. The Supervisor will collect the Daily Reports at the end of each day and store them in a folder. At the end of the day, monitors will hand over to the Supervisor the trash collected that day, and the Supervisor will record the volume of trash collected.

**Reporting:** HPF has consulted with Salesforce to design an application for smart phones and devices to automatically record and transmit the following information for reporting and evaluation purposes: Number of individuals utilizing Pit Stops; Gender, age, and other demographics of Pit Stop patrons as required by DPW; Time spent in Pit Stops by patrons; Number of needles collected; Number of dog waste bags distributed; Number of garbage bags per day; Contacts with homeless and other individuals where social service information is provided; Contacts with tourists to provide information; Service/maintenance calls; and other information as requested by DPW. By utilizing a reporting App to collect data in real time, HPF will be able to expedite reporting and transmission of data to stakeholders. We will begin with a paper system, while this is being tested. Once a week, the Daily reports will be consolidated and summarized by the supervisors, and submitted to DPW. Daily Reports will be designed to capture the positive interactions that this project seeks to achieve. Monitors will be encouraged to report conversations with neighbors, youth, homeless individuals, and the public that have positive outcomes. While this qualitative data will be largely anecdotal, it can be used by the Supervisors to evaluate the work and encourage monitors toward project objectives. This data collection and reporting structure allows us to monitor our performance to ensure that we are meeting our goals and outcomes in a timely manner.

### **Financial Sustainability Plan**

The Hunters Point Family (HPF) is ideally situated to implement the Pit Stop program. We currently maintain two contracts with the San Francisco Office of Economic and Workforce Development, the NeighborhoodWorks Access Point and the Young Adult WorkLink Access Points, to provide recruitment, outreach, job readiness training, barrier removal, case management, and job placement for San Francisco residents with multiple barriers to employment. These contracts will be leveraged for the Pit Stop program to ensure all Pit Stop employees receive comprehensive job training and supportive services. HPF was also recently awarded contracts through the SF HOPE project to be the workforce development provider for the

Huntersview, Oakdale, and Westbrook housing developments. Thus, HPF will be able to recruit participants from these sites and provide comprehensive case management and support services to participants referred to the Pit Stop program. Finally, HPF currently maintains a three-year contract with the United States Environmental Protection agency to implement the Brownfields Job Training program, which utilizes the Roots of Success curriculum, and hard skills training in safety and hazardous material removal. Each participant receives 200 hours of combined classroom and hands-on training and earn nationally recognized certificates in the following areas: HAZWOPER, HAZMAT, OSHA - 10, Underground Storage Tank awareness, Lead and Asbestos Abatement. Upon graduation, HPF Career Coaches work with participants to place them in Local 67 or Local 261, where they are dispatched onto union work sites. Over 85% of all program graduates have secured and maintained employment in union jobs through this program. Pit Stop employees who have demonstrated outstanding performance will be transitioned into HPF's EPA Brownfields Training Program or other job training and placement opportunities that are consistent with their career goals.

While HPF will leverage our job training and placement contracts to ensure Pit Stop employees receive comprehensive support services, all Pit Stop funded activities, including training, job activities, and financial resources will be allocated and reserved for the Pit Stop program so there is no co-mingling of funds or resources to ensure the Pit Stop program is as robust as possible.

Because the Pit Stop program is a reimbursement-based contract, HPF will commit at least \$100,000 in unrestricted funding to working capital, to ensure a strong ramp up phase of the program and support the ongoing implementation of the Pit Stop program. Additionally, HPF has a request pending to the Metta Fund, for \$25,000, to support our workforce programs. If awarded, these funds can be applied to support optimal operation of the Pit Stop program.

## Original Budget:

	Annual Cost	Existing Pit Stops	Subtotal	Annual Cost	Expanded Pit Stops	Subtotal	Total
<b>A. Monitoring Costs</b>							
Pit Stop Monitors 1.25 FTE each (\$16.00/hr)	\$41,600	4	\$166,400	\$41,600	4	\$166,400	\$332,800
Payroll Taxes-7.65%, SUI-1.5% & Workmans Comp.12% and Health 8% (Total 29.15%)	\$12,126	4	\$48,506	\$12,126	4	\$48,506	\$97,011
Uniforms	\$250	4	\$1,000	\$250	4	\$1,000	\$2,000
Signs	\$1,500	4	\$6,000	\$200	4	\$6,000	\$12,000
Truck	\$15,000	4	\$15,000	\$15,000	4	\$15,000	\$30,000
Communications Equipment	\$300	4	\$1,200	\$250	4	\$1,200	\$2,400
Cleaning Supplies	\$2,000	4	\$8,000	\$2,000	4	\$8,000	\$16,000
<b>TOTAL:</b>			<b>\$246,106</b>			<b>\$246,106</b>	<b>\$492,211</b>
<b>B. Program Oversight, Weekly Reporting, Workforce Development, and other Grant Activities</b>							
Executive Director (.1 FTE @ \$43/hr)	\$8,944		\$8,944	(add 25%)	\$2,236	\$11,180	
Project Manager (.20 FTE) @ \$36/hr	\$14,976		\$14,976	(add 25%)	\$3,744	\$18,720	
Site Supervisors (1.5 FTE @ \$26/hr)	\$81,120		\$81,120	(add 50%)	\$40,560	\$121,680	
Admin.Asst (.25 FTE @ \$19/hr)	\$9,880		\$9,880	(add 50%)	\$2,470	\$12,350	
<b>Subtotal</b>			<b>\$114,920</b>		<b>\$49,010</b>	<b>\$163,930</b>	
Employee Benefits & Taxes (28%)			\$32,178		\$13,723	\$45,900	
<b>Total Personnel:</b>			<b>\$147,098</b>		<b>\$62,733</b>	<b>\$209,830</b>	
Brochures, Website	\$10,000		\$10,000	(add 25%)	\$-	\$10,000	
Computers/Printers	\$8,000		\$8,000		\$8,000	\$8,000	
Workstations	\$5,184		\$5,184		\$5,184	\$5,184	
Transportation/Gas and Mileage Reimbursements	\$4,800		\$4,800		\$4,800	\$9,600	
Evaluator (Contractor)	\$8,000		\$8,000		\$4,000	\$12,000	
<b>TOTAL :</b>			<b>\$183,082</b>		<b>\$84,717</b>	<b>\$254,615</b>	
<b>TOTAL DIRECT COSTS:</b>			<b>\$429,187</b>		<b>\$330,823</b>	<b>\$746,826</b>	
<b>C. Indirect Costs</b>							
Indirect Costs (at 15%) - Rent, Utilities, etc.			\$ 64,378		\$ 49,623	\$ 112,024	
<b>TOTAL DIRECT AND INDIRECT COSTS:</b>			<b>\$ 493,565</b>		<b>\$ 380,446</b>	<b>\$ 858,850</b>	

### A. Pit Stop Work Plan

<b>TIME FRAME</b>	<b>Activities</b>	<b>Outcome/Goal, Deliverables</b>	<b>Responsible Party</b>	<b>Budget</b>
Year One First Quarter	Contracts are signed with City and with vendor to lease units; supplies purchased; job descriptions finalized; applicant interviews, staff hiring, orientation and training. Payroll set up, Data Collection plan set up for weekly reporting. App developed to record and report data. Brochures developed for Pit Stops.	Contracts in place, Reporting systems in place, Staff trained and program begins providing services at 8 locations. Pit Stop Brochures available to public.	Program Director	Personnel: \$159,910 Equipment/Supplies: \$73,584 Contractors: \$3,000 Other: \$30,406 Quarterly TOTAL: \$266,658
Year One Second Quarter	Ongoing staff training; feedback gathered from neighbors and other stakeholders; monthly team meetings for QCI; brochures are developed to help the homeless; information for tourists	Monitors reach out to help the homeless, tourists, neighbors, and beautify the area. Pit Stop website live.	Project Team (Program Director, Executive Director, 2 Supervisors)	Personnel: \$159,910 Equipment/Supplies: \$4,000 Contractors: \$3,000 Other: \$30,406 Quarterly TOTAL: \$197,308
Year One Third Quarter	Discussions take place with the City around expansion plans; HPF refers youth to community service; ongoing staff training and support from parole services and the Family Center. Ongoing outreach to local merchants, civic and neighborhood groups.	Recommendations provided for program expansion, monitors work with clients, improve skills Maintain positive relationships with local merchants/neighbors.	Project Team	Personnel: \$159,910 Equipment/Supplies: \$4,000 Contractors: \$3,000 Other: \$30,406 Quarterly TOTAL: \$197,308
Year One Fourth Quarter	Ongoing staff training, monitoring, data collection, and reporting; presentations made to share successes with the public and other stakeholders. Ongoing outreach to local merchants, civic and neighborhood groups.	Analysis of data before and after. Annual report and presentations are available for outreach and evaluation	Program Director	Personnel: \$159,910 Equipment/Supplies: \$4,000 Contractors: \$3,000 Other: \$30,406 Quarterly TOTAL: \$197,308
Annual Totals				Annual Personnel: \$639,642 Annual Equipment: \$85,350 Annual Contractors: \$12,000 Annual Other: \$121,588.74 YEAR ONE TOTAL: \$858,850



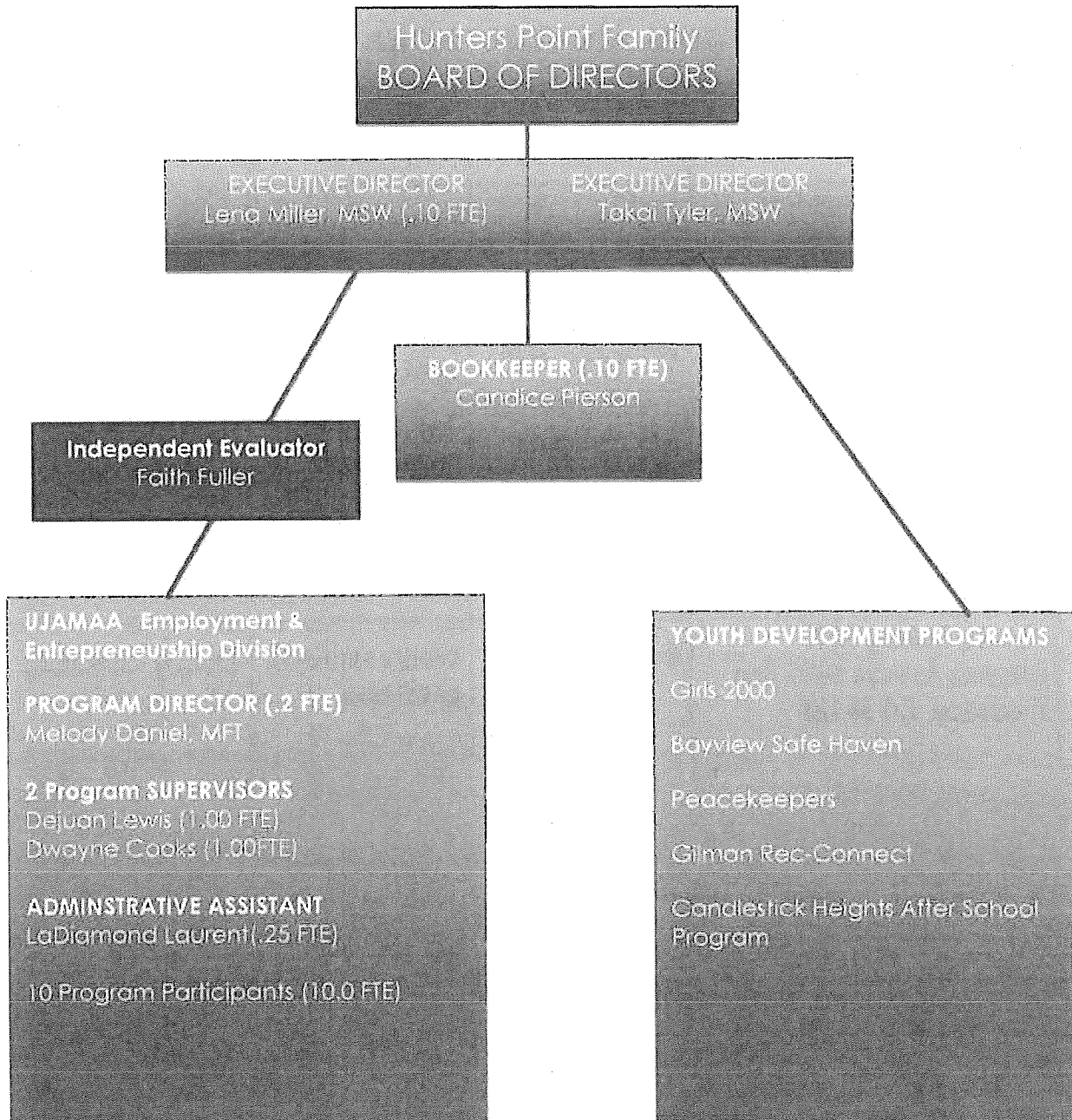


## Board of Directors Membership September 2015

Name and Address	Telephone Number	E-Mail Address	Affiliation
Jimmy Loyce, President 65 Benton Street San Francisco, CA 94117	415.577.8682	j.loyce@yahoo.com	Metta Fund
Yvonne Watson, Treasurer 730 Polk Street, 4 <sup>th</sup> Floor San Francisco, CA 94109	(415) 292-3420	yvonne@apiwellness.org	Asian & Pacific Islander Wellness Center
Tanya Mayo, Secretary 2835 Nicol Avenue Oakland, CA 94602	415-722-0508	Tanya@bethechangeconsulting.com	Be the Change Consulting
Nikki Berkowitz #206-2120 Market St. SF CA 94114	415.269.4742	nikibclown@gmail.com	Edgewood Center CAMFT
Kendra Stanley 1800 Oakdale Avenue #406 San Francisco, CA 94124	415.793.3294	kendra.stanley@gmail.com	Stanley Consulting



## Pitstop Organizational Chart



Appendix C--Form of Funding Request

FUNDING REQUEST

\_\_\_\_\_, 20\_\_

Hunters Point Family  
1800 Oakdale Avenue, #406  
San Francisco, CA 94124

Re: Pit Stop Program Support and Workforce Development Grant

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of <<INSERT DATE>>, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested  
in this Request: \$ \_\_\_\_\_

Maximum Amount of  
Grant Funds Specified in  
Section 5.1 of the Grant  
Agreement: \$ \_\_\_\_\_

Total of All Grant Funds  
Disbursed Prior to this  
Request: \$ \_\_\_\_\_

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(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; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

**Hunters Point Family**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## **SCHEDULE 1 TO REQUEST FOR FUNDING**

Please refer to City provided template for Funding Request. The template shall list an itemized list of Eligible Expenses for which Grant Funds are requested. Grantee must submit funding requests based on Funding Template as provided in this Schedule 1.

Supporting documents, as described in Appendix A – Acceptable Documentation, must be submitted with this Schedule 1.

**Appendix D--Interests In Other City Contracts**

**Hunters Point Family Brief Description of Grants & Contracts from 2012-Present**

<b>Funding Source</b>	<b>Date</b>	<b>Amount</b>	<b>Description of Project</b>
Dept. of Children Youth and Families	July 2012-June 2018	\$1,086,606/annually	Funding supports youth development programming that targets at-risk and high risk youth, ages 5-25, with educational support, case management supportive services, enrichment programming, job training, and placement services.
Office of Economic & Workforce Development	July 2014-June 2017	\$250,000/annually	Integrate and deliver neighborhood-based employment services in program models that already offer a variety of services that strengthen communities and support residents in achieving economic stability and general well-being. Includes WIA and general fund funding to provide case management, job training, placement, and ongoing support services for over 150 participants per year, with multiple barriers to employment.
Port of San Francisco	July 2015-June 2018	\$106,000/annually	Provide job training, placement, and ongoing support services to 10 young adults per year, who are Bayview Hunters Point residents with multiple barriers to employment in the area of gardening and landscaping to maintain grounds on SF Port property
US Environmental Protection Agency	October 2014-Present	\$200,000/over 3 years	Provide job readiness training utilizing the Roots of Success curriculum. Administer four training cycles of 15 participants, with 200 hours of combined classroom and hands-on training, including: HAZWOPER, OSHA - 10, Underground Storage Tank awareness, Lead and Asbestos. Project targets residents of Bayview Hunters Point with multiple barriers to employment.
US Department of Agriculture	October 2015-September 2018	\$347,000/over 3 years	Develop and implement and community-wide food systems that includes organization and training for community gardens and gardeners, the creation of a gardeners market, distribution of local, organic produce, and education about healthy eating and nutrition.
Candlestick Heights Afterschool Program	July 2014-Sept. 2018	\$66,446/annually	Afterschool, youth development program for children, ages 5-12, of residents living in the Candlestick Heights development. The program utilizes youth development principles to provide services including case management, academic tutoring, and enrichment activities

SFHDC-RAD Workforce Development	July 2015-June 2017	\$55,000	Provide job readiness training utilizing the Roots of Success curriculum, provide hard skills job training, job placement, and wrap-around case management for 150 residents of the Oakdale and Shoreview public housing developments.
San Francisco Foundation-HOPE SF Workforce	July 2015-June 2017	\$56,555.03/annually	Provide job readiness training utilizing the Roots of Success curriculum, provide hard skills job training, job placement, and wrap-around case management for 30 residents of the Hunters View public housing developments.
Trust for Public Land	July 2013-Sept. 2017	\$61,454/annually	Facilitate outreach, community engagement and participation also support the design and implementation process for the rehabilitation of Hilltop Park in Bayview Hunters Point.
National Endowment for the Arts	October 2015-March 2016	\$25,000	Facilitate outreach, community engagement, and the selection process for artists installation in Hilltop Park.
Roberts Entrepreneurial Fund	June 2014-December 2015	\$100,000	Supports the planning, development, and implementation process for aquaponics social enterprise to benefit low income residents of Bayview Hunters Point.
San Francisco Foundation	May 2014 & July 2015	\$28,500	General Operating Support for infrastructure Development.
Metta Fund	June 2014 & October 2015	\$50,000	General Operating Support
Foundation Grants	2012-2015	\$80,000/annually	Support for various projects, including community gardening and beautification, general operating support, and youth development programs.
Individual Donors	July 2012-Present	\$65,000/annually	General Operating Support
Seneca Center	July 2008- August 2015	\$204,676/annually	Peer parent advocate program
Mission Neighborhood Centers INC. (pass through for SF DPW)	July 2013-Sept. 2013 & July 2014-Sept. 2014 & July 2015-Sept. 2015	\$10,000	DPW summer program. Duties include outreach and selection of high risk young adults from District 10, training, supervision, and support for 20 participants to provide cleaning and beautification services throughout the City.

## **Appendix E--Permitted Subgrantees**

There are currently no sub-grantees requested.





**Pit Stop Public Toilet Program**  
**San Francisco Bay Area Rapid Transit District (BART) Grant Funds**

**Summary**

The resolution retroactively authorizes San Francisco Public Works to accept and expend a \$225,000 grant from the San Francisco Bay Area Rapid Transit District (BART) for Pit Stop public toilets. The toilets will be located near three BART stations: the 16<sup>th</sup> Street Mission (on the northeast corner of 16<sup>th</sup> Street and Mission Street), the Powell BART Station, and 24<sup>th</sup> Street Mission BART Station. The grant will be matched by \$225,000 from Public Works' operating budget.

**Background**

In July 2014, San Francisco Public Works launched a six-month pilot Pit Stop public toilet program at three locations in the Tenderloin neighborhood. Over the next 4 years, the pilot program was expanded to other neighborhoods across the city, including SoMa and the Mission. The restrooms are attended to and cleaned by dedicated staff, and the program now includes both portable toilets and semi-permanent JC Decaux locations. The benefits of staffed toilets include human dignity through provision of clean and safe public facilities for personal relief, as well as workforce development opportunities for low-income individuals hired to staff the locations. On February 9, 2016, Public Works entered into a grant agreement with the non-profit Hunters Point Family for continued operation of the Pit Stop program citywide.

**Project Selection**

The 16<sup>th</sup> Street Mission, Powell BART station, and 24<sup>th</sup> Street Mission BART station have no public restrooms available for patrons. By strategically placing Pit Stop public toilets near these stations, BART patrons can use the restroom without infringing on the public facilities other patrons also need to utilize. The Pit Stop public toilets are to be located as mutually determined on property belonging only to the City and County of San Francisco, near to the BART stations. No toilets are to be located on property belonging to BART.

For questions, please contact Jonathan Gomwalk, San Francisco Public Works Pitstop Program Manager, at 415.641.2626.



TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Kanishka Karunaratne Cheng  
RE: Accept and Expend Grant - San Francisco Bay Area Rapid Transit District  
- Pit Stop Public Toilet Program - \$225,000  
DATE: February 12, 2019

---

**Resolution retroactively authorizing the Department of Public Works to accept and expend a grant in an amount up to \$225,000 from the San Francisco Bay Area Rapid Transit District (BART) for the Pit Stop Public Toilet Program for the period of July 1, 2018, through June 30, 2019.**

This legislation is intended to substitute File No. 190168.

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2019 MAR - 1 PM 2:39  
BY AK

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

5700 100  
2019 FEB 12 PM 4:36

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Kanishka Karunaratne Cheng *KKC*  
RE: Accept and Expend Grant – San Francisco Bay Area Rapid Transit District  
- Pit Stop Public Toilet Program - \$225,000  
DATE: February 12, 2019

---

**Resolution retroactively authorizing the Department of Public Works to accept and expend a grant of up to \$225,000 from the San Francisco Bay Area Rapid Transit District (BART) for the Pit Stop Public Toilet Program starting July 1, 2018.**

Should you have any questions, please contact Kanishka Karunaratne Cheng at 415-554-6696.

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>
Name of contractor: Hunters Point Family

*Please list the names of*

*(1) members of the contractor's board of directors;*  
 Jimmy Loyce, President  
 Yvonne Watson, Treasurer  
 Tanya Mayo, Secretary  
 Kendra Stanley  
 Torben Mottes  
 Dr. Abner Boles

*(2) the contractor's chief executive officer, chief financial officer and chief operating officer;*  
 Lena Miller, Co-Executive Director CEO, COO  
 CFO – Currently Vacant

*(3) any person who has an ownership of 20 percent or more in the contractor;*  
 N/A – contractor is a non-profit 501(c)3 organization

*(4) any subcontractor listed in the bid or contract; and*  
 None currently per the original agreement.

*(5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.*  
 None

Contractor address: 1800 Oakdale Avenue, San Francisco, CA 92124
--

Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$450,000
---	--------------------------------

Describe the nature of the contract that was approved: The City & County of San Francisco, through its Public Works Department, entered into a grant agreement with Hunters Point Family for support of the continued operations and expansion of the Pit Stop Program, as well as to assist Public Works in its goal to increase employment, job training, and workforce development opportunities for local residents.
--

Comments: None.
-----------------

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed