

LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

as Landlord

and

BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER,
a California nonprofit public benefit corporation

as Tenant

For the lease of
1050 McAllister Street
San Francisco, California

(Ella Hill Hutch Community Center)

_____, 2026

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LIST OF EXHIBITS

- EXHIBIT A-1 – Floor Plan
- EXHIBIT A-2 – Site Plan
- EXHIBIT A-3—City FF&E
- EXHIBIT A-4 – Collective Impact Items
- EXHIBIT B – City Repairs
- EXHIBIT C – City Grant Agreements
- EXHIBIT D – Rules and Regulations
- EXHIBIT E – First Source Hiring Agreement
- EXHIBIT F – Flood Risk Disclosure

LEASE

THIS LEASE (this “**Lease**”), dated for reference purposes only as of June 1, 2026, is entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Real Estate Division (“**RED**”), on behalf of the Department of Children Youth and Families (“**DCYF**”), the Human Rights Commission (“**HRC**”) and the Department of Public Health (“**DPH**”), and BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER, a California nonprofit public benefit corporation (“**Tenant**”), and authorized under Board of Supervisor’s Resolution No. _____, adopted ____ 2026. City and Tenant are each referred to in this Lease as a “**Party**” and together as the “**Parties**”. This Lease entered into with reference to the following facts and circumstances:

RECITALS

A. City and Collective Impact, a California nonprofit public benefit corporation (“**Collective Impact**”) entered into that certain Office Lease dated as of August 1, 2011 (the “**Original Lease**”) pursuant to which Collective Impact agreed to lease the improvements comprising the building commonly known as “Ella Hill Hutch Community Center” consisting of approximately 21,322 square feet (the “**Building**”) located upon that certain city owned real property located at 1050 McAllister Street, San Francisco, California currently designated as Accessor’s Block Lot 0772/022, comprised of approximately 102,093 square feet (the “**Land**”).

B. Collective Impact provided certain youth programming services at the Building for the betterment of the surrounding community and provided public access to tennis courts located on the Premises, and informed the City of its intent to wind down its youth services and corporate operations.

C. Tenant provides youth, family, and community-based support services to San Francisco residents, and previously occupied the Premises pursuant to a lease between City and Tenant dated as of June 19, 1981, which expired on June 19, 2011.

D. Tenant’s youth, family and community-based support services currently include low-income and marginalized K–TAY (kindergarten children through transitional-aged youth) under the terms of those certain Grant Agreements entered into by and between City acting by and through DCYF, and dated as of July 9, 2024 and July 29, 2024 (together the “**DCYF Grant Agreements**”), including: (i) educational and enrichment programming such as out-of-school time activities, after-school programs, summer camp, tutoring, workshops, events, outreach, and related activities; (ii) mental health and behavioral health support services, including holistic wellness programming, non-clinical case management, service linkages, individual and group therapeutic services, and health workshops and educational activities; (iii) activities to reduce social isolation and promote wellness for seniors and older adults; (iv) distribution of pre-packaged meals and groceries to food-insecure individuals; and (v) community-building activities and cultural events, all for the benefit of the surrounding community (collectively, the “**DCYF Grant Scope**”). A copy of the DCYF Grant Agreements is attached to this Lease as **Exhibit C**.

E. City, acting by and through its Human Rights Commission (“**HRC**”), and Tenant also entered into that certain Grant Agreement (DKI-WE01-26-004), dated as of April 1, 2026, and that certain Grant Agreement (DKI-WE03-26-002), dated as of April 1, 2026 (together the “**HRC Grant Agreements**”). A copy of the HRC Grant Agreements are attached hereto as **Exhibit C**. Pursuant to the terms of the HRC Grant Agreements, Tenant is to provide (i) the Legacy Builders Teen/TAY program, to support teens and transition-aged youth (TAY) through key educational transitions, including high school juniors, seniors, and first-year college students, and (ii) the Freedom School Program, which provides year-round support, enrichment, and learning

opportunities that prepare young people to learn and succeed in school and beyond (collectively, the “HRC Grant Scope”).

F. City acting by and through its Department of Public Health (“DPH”) and Tenant also entered into that certain FY 2025/2026 Funding Notification #1 (Contract ID# 1000025063) (the “DPH Contract”), pursuant to which Tenant will perform the services required thereunder (the “DPH Contract Scope”, and together with the DCYF Grant Scope and the HRC Grant Scope, the “Local Community Services”). A copy of the DPH Contract is attached as **Exhibit C**.

G. City and Tenant now desire to enter into this Lease for City to lease the Premises to Tenant for general office purposes, Tenant’s administration, and provision of the youth programming services set forth in the City Grant Agreements, and to provide public access to the tennis courts located at the Premises, for the benefit of the surrounding community on the terms and conditions set forth below.

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

1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the “Basic Lease Information”). Each item below incorporates all of the terms in this Lease related to that item. If there is any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision will control.

- Lease Reference Date: June 1, 2026
- Landlord: CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its RED
- Tenant: Booker T. Washington Community Service Center, a California nonprofit public benefit corporation (and permitted successors and assigns)
- Building (Section 2.1): The Building located at 1050 McAllister Street, San Francisco, California consisting of approximately 21,322 square feet, as shown on the floor plan(s) attached as **Exhibit A-1**.
- Premises (Section 2.1): The Premises shall consist of portions of the Property, including the entire Building, the modular structure, and portions of the grounds, as indicated on **Exhibit A-2**. The Premises does not include areas of the Property marked as the "Excluded Area" ("Excluded Area") shown on the Site Plan attached as **Exhibit A-2**.
- License (Section 2.3): City confers to Tenant a personal, unassignable, non-exclusive, and non-possessionary privilege to enter on

and use a portion of the Excluded Area, which portion is more particularly shown on the Site Plan attached as **Exhibit A-2**.

Term (**Section 3.1**):

Commencement Date: The Effective Date, which shall be the later of date of full execution of this Lease and the date of approval of this Lease by the Board of Supervisors, Mayor, and Director of Property.

Expiration date: (a) June 30, 2027, or (b) pursuant to the terms of an amendment of this Lease.

Extension Option (**Section 27.1**)

One six (6) month option to extend, which shall be exercisable by mutual agreement of the Parties.

Base Rent (**Section 4.1**):

Annual Base Rent: One Dollar (\$1.00) per year in consideration of Tenant's continued provision of the Local Community Services for the benefit of the community in accordance with Section 5.2 below.

Permitted Use (**Section 5.1**):

Tenant may access and use the Premises solely to administer and provide the Local Community Services and for general office uses and for no other purpose. A copy of the City Grant Agreements are attached to this Lease as **Exhibit C**.

Furniture, Fixtures and Equipment (**Section 2.4**):

The Building is equipped with furniture, fixtures and equipment owned by the City as listed on **Exhibit A-3**; provided, however, that such items shall not include any Tenant Personal Property (as defined herein), including any furniture, fixtures or equipment previously owned by Collective Impact and transferred or donated to Tenant pursuant to an arrangement between Collective Impact and Tenant as listed on **Exhibit A-4**.

Tenant Improvements (**Section 6.1**):

At its cost, and subject to the Provisions of Section 2.2., City shall complete all of the City Repairs the set forth on **Exhibit B** and as further provided in Section 2.2.

Repairs and Maintenance (Section 8.1) City shall, at its sole cost and expense, provide all routine property maintenance services to keep the Premises in good order, condition, and repair, including building engineering and repairs, preventative maintenance activities, pest control, monitoring of fire life safety systems and landscaping services.

Utilities and Services (Section 10.1): City shall provide heating and ventilation and utilities to the Premises. Tenant shall pay for utilities, including electricity and gas, water & sewer charges, and refuse removal at the Premises. Tenant shall provide its own janitorial and security as provided in Section 10 (Utilities and Services).

Security Deposit (Section 23): N/ A

City's Notice Address (Section 28.1): Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 1050 McAllister – Ella Hill Hutch
Community Center
Fax No.: (415) 552-9216

and to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Real Estate & Finance Group
Re: 1050 McAllister – Ella Hill Hutch
Fax No.: (415) 554-457

Key Contact for City: Director of Property

Telephone No.: 415-554-9850

Alternate Contact for City: City Administrator's Office

Telephone No.: 628-652-1300

Tenant's Notice Address (Section 28.1): Booker T. Washington Community Service Center
800 PRESIDIO AVE.

San Francisco, CA 94115
Attn: SHAKIRAH SIMLEY

Key Contact for Tenant: Shakirah Simley
Telephone No.: (347) 845-8990
Alternate Contact for Tenant: Kevin Brown
Telephone No.: (860) 414-1940

Sublease of a portion of the Premises for MAGIC Programs (Section 5.1): City acknowledges that Tenant intends to sublease a portion of the Premises for the administration of the Public Defender's Office MAGIC Programs, which sublease is approved by City, and which will place that program under Tenant's control.

2. PREMISES; AS IS CONDITION

2.1 Lease Premises

Subject to the provisions of this Lease, City leases to Tenant and Tenant leases from City the Premises identified and defined in the Basic Lease Information. The rentable area of the Premises specified in the Basic Lease Information will be conclusive for all purposes. The building as identified in the Basic Lease Information (the "**Building**"), the land on which the Building is located (the "**Land**"), the modular structure and all other improvements on and appurtenances to the Land, but excluding the tennis courts and areas marked as the "Excluded Area" as reflected on **Exhibit A-2**, are referred to collectively as the "**Property**."

2.2 City's Delivery of the Premises

City will deliver the Premises to Tenant in (i) good, broom clean condition, fully demised, water tight, with all Building Systems (as defined in Section 7.1 (Tenant Alterations)) in good working order, condition, and repair, and all other systems in and serving the Premises in good working order, condition, and repair, and with the additional improvements set out in **Exhibit B** ("**City Repairs**"), and (ii) in compliance with all applicable Legal Requirements existing at the time of the work, including as provided in Section 11.1 (Compliance with Legal Requirements) (collectively "**Delivery Obligations**"). Notwithstanding the foregoing, or any contrary provision contained in this Lease, the Parties acknowledge and agree that (i) the City may not be able to timely complete all such City Repairs and any Delivery Obligations by the Commencement Date, despite City's good faith and commercially reasonable efforts to do so, and that (ii) City will not be in breach of its obligations under this Section 2.2 if it has exercised good faith and commercially reasonable efforts to perform the City Repairs and any Delivery Obligations by the Commencement Date; and (iii), that any City Repairs and any Delivery Obligations not completed by City by the Commencement Date may be completed following the Commencement Date, as such completion dates may be agreed upon by City and Tenant.

2.3 License

City confers to Tenant a personal, unassignable, non-exclusive, and non-possessory privilege to enter upon and use a portion of the Excluded Area consisting of the paved pathways leading to the entrance of the modular structure (the "**License Area**"), for the limited purpose, of

providing Tenant its Agents and Invitees with pedestrian access to the modular structure. This Section 2.3 gives Tenant a license only, which shall be terminated upon the expiration or earlier termination of this Lease, and nothing in this Section 2.3 constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the License Area, or any portion of it. Tenant agrees that the License Area is being licensed to Tenant and accepted in its “as is” condition, without representation or warranty of any kind and may be used by Tenant’s at its own risk.

2.4 Furniture, Fixtures, and Equipment

The Building is equipped with the furniture, fixtures, and equipment listed on **Exhibit A-3** (collectively, the “**City FF&E**”). The City FF&E is provided in its “as-is” condition as of the Commencement Date. The City FF&E shall remain the property of City, and City shall be responsible for all maintenance, repair, and replacement thereof. Tenant shall have no obligation to repair, replace, maintain, or otherwise be responsible for the condition or upkeep of the City FF&E.

2.5 Security of Personal Belongings

Tenant is solely responsible for securing, storing, and removing its equipment, including, but not limited to, laptops, cell phones, personal belongings, and confidential materials. City has no responsibility for theft or damage of any kind for such equipment and materials. Tenant agrees that its waiver of Claims set forth in Section 18 (Waiver of Claims; Indemnification) below is given with full knowledge of the direct or indirect, known or unknown, and foreseeable or unforeseeable losses and claims associated with the open concept nature of the Building and Premises.

Tenant initials: _____

2.6 Accessibility Disclosures

(a) California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist (“**CASp**”) to determine whether the property meets all applicable construction-related accessibility requirements.

City discloses (i) City has not been issued a disability access inspection certificate as described in California Civil Code (“**CC**”) Section 55.53(e), (ii) pursuant to CC Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist (“**CASp**”) inspection of the Premises (sometimes referred to as “premises” or “subject premises” for the herein disclosures), and (iii) City makes the following statutory disclosure per CC Section 1938 (the required “**CASp Disclosure**”):

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

City and Tenant agree that if Tenant desires to have the Premises inspected by a CASp, then (1) Tenant will cause the inspection to occur within thirty (30) days after the Effective Date; (2) the inspection will occur during business hours on a business day; (3) Tenant will give City five (5) business days prior written notice of the inspection time and date; (4) City may attend the

inspection; (5) the inspection may not include any destructive testing or damage to the Premises or disturb any pre-existing condition thereon; (6) Tenant will pay for all inspection costs (including fees for any reports prepared by the CASp (collectively, the “**CASp Reports**”). Tenant will deliver any CASp Reports to City within three (3) business days after Tenant’s receipt. Except where Tenant voluntarily elects to alter the Premises and such Alteration requires compliance with Disability Requirements and subject to the terms hereof, City will be solely responsible at City’s cost for making any such required improvements, alterations, modifications, and/or repairs to or within the Premises to correct preexisting violations of Disability Requirements disclosed by the CASp inspection. If the CASp inspection identifies any improvements, alterations, modifications, and/or repairs necessary and required by Disability Laws to correct violations of construction-related accessibility standards relating to items of the Building or the project located outside the Premises that are City’s obligation to repair under this Lease, then City will perform the improvements, alterations, modifications, and/or repairs as and to the extent required by any Disability Requirements. The parties acknowledge and agree that the City’s obligations under the foregoing two sentences of this Section 2.6 are subject to the availability of funds.

2.7 As Is Condition

Tenant acknowledges that it has performed an initial review of the Premises to assess its condition, and City has prepared the list of City Repairs in connection therewith. Tenant also acknowledges that it has been and will be given an opportunity to access and inspect the Premises through a revocable permit issued by City to Tenant prior to Tenant’s execution of this Lease and the Commencement Date. Subject to the City’s Delivery Obligations, Tenant agrees that the Premises are being leased and accepted in their “as is” condition, without representation or warranty of any kind, and subject to all applicable Legal Requirements (as defined in Section 11.1 (Compliance with Legal Requirements) below) governing their use, occupancy, and possession. Upon acceptance of possession of the Premises, Tenant shall be deemed to have represented and warranted to City that Tenant has investigated and inspected, either independently or through agents of Tenant’s own choosing, the condition of the Premises and the suitability of the Premises for Tenant’s intended use. Based solely on its own investigation, Tenant has determined that the Premises are suitable for Tenant’s operations and intended use. Tenant acknowledges and agrees that neither City nor any of its Agents (as defined in Section 28.5 (Parties and Their Agents, Approvals) below) have made, and City disclaims, any representations or warranties, express or implied, concerning the rentable area of the Premises, the physical or environmental condition of the Premises or the Property, the present or future suitability of the Premises for Tenant’s business, or any other matter whatsoever relating to the Premises, including any implied warranties of merchantability or fitness for a particular purpose.

Tenant is entering into this Lease in express reliance upon City’s representations, assurances, and covenants regarding the timely completion of the City Repairs and Delivery Obligations on the Commencement Date, and as may be agreed upon by City and Tenant thereafter.

2.8 Energy Consumption Disclosure

In the event that utilities to the Building become separately metered, Tenant consents to Tenant’s utility service providers disclosing energy use data for the Premises to City for use under California Public Resources Code Section 25402.10, as implemented under California Code of Regulations Title 20, Sections 1680–1685, and San Francisco Environment Code Chapter 20, as each may be amended from time to time (“**Energy Consumption Reporting Laws**”), and for such data to be publicly disclosed under the Energy Consumption Reporting Laws.

3. TERM

3.1 Lease Term

The Premises are leased for a term (the “**Term**”) commencing on the earlier of (a) the commencement date specified in the Basic Lease Information (the “**Commencement Date**”), or (b) the date that City delivers and Tenant accepts possession of the Premises, subject to the provisions of Section 3.3 (Delay in Delivery of Possession) and Section 3.4 (Delays Caused by Tenant) below. The Term will end on the expiration date specified in the Basic Lease Information (the “**Expiration Date**”), unless sooner terminated as provided in this Lease. The Term may be extended as provided in Section 27.1 (Extension Option).

3.2 Reserved

3.3 Delay in Delivery of Possession

If City is unable to deliver possession of Premises to Tenant on or before the scheduled Commencement Date, Tenant shall have the option, exercisable upon written notice to City, to terminate this Lease. If such termination is not due to any fault of the City, then upon such termination neither party shall have any further obligations to perform the Lease except to the extent of any applicable indemnity obligations that accrued prior to the termination. In addition, any and all other agreements between City and Tenant relating to the provision of the Local Community Services at the Premises, including, without limitation, the Program Agreement, shall be promptly amended or terminated as the case may be following the termination of this Lease to account for the fact that the Local Community Services will no longer be provided at the Premises. If the Term commences later or earlier than the Commencement Date, this Lease will nevertheless expire on the Expiration Date, unless sooner terminated under this Lease.

3.4 Delays Caused by Tenant

Notwithstanding anything to the contrary above, if City’s inability to deliver possession of the Premises or a portion thereof on the Commencement Date results from Tenant’s or its Agents’ acts or omissions, then Base Rent and Additional Charges payable by Tenant will commence on the date when City would have delivered possession of the Premises but for those acts or omissions.

4. RENT

4.1. Base Rent

Throughout the Term beginning on the Commencement Date, Tenant will pay to City the annual Base Rent specified in the Basic Lease Information (the “**Base Rent**”). The Base Rent will be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, in equal consecutive monthly payments on or before the first day of the Term and on or before the first day of each month thereafter. All sums payable by Tenant to City must be paid in cash or by good funds to the City and County of San Francisco in care of the Director of Property at the primary address for City specified in the Basic Lease Information, or such other place as City may designate in writing. If Tenant pays by personal or business check and the check is not honored, then City may require Tenant to make all future payments in cash or by cashier’s check. If the Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for the partial month will be prorated based on a thirty (30) day month. Within five (5) days after the parties execute this Lease, Tenant will pay to City the Base Rent for the first full month.

4.2 Reserved

4.3 Additional Charges

Tenant will pay to City all charges and other amounts required under this Lease as additional rent, whether or not those amounts are specifically characterized as rent (collectively, “**Additional Charges**”). All Additional Charges will be payable by Tenant to City at the same place and the same manner as the Base Rent. City will have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. The term “**Rent**” means Base Rent and Additional Charges.

4.4. Late Charges

Each time Tenant fails to pay any Rent or any portion of Rent within five (5) days following the due date, the unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount. City and Tenant have agreed on the late payment charge, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur resulting from Tenant’s failure to timely pay Rent, the actual costs being extremely difficult if not impossible to determine. Tenant will pay the late charge to City together with the unpaid amount.

4.5 Default Interest

Any Rent, if not paid within five (5) days after the due date, will bear interest from the due date until paid the Prime Rate most recently announced by Bank of America, for the immediately preceding month, plus two percent (2%), which rate will automatically be reduced if it is higher than the rate an individual is permitted to legally charge (the “**Interest Rate**”). Interest will not be payable on late charges or on any amounts on which Tenant paid late charges to the extent this interest would cause the total interest to be more than lawfully permitted. Payment of interest will not excuse or cure any default by Tenant.

4.6 Cost of Collection

In addition to any interest or late charges under Section 4.4 and Section 4.5 above, if Tenant fails to pay Rent in immediately available funds or by good check (if Tenant is permitted to pay by personal or business check), to the extent that the costs incurred by City because of Tenant’s failure exceed the late charges applicable to that failure, then Tenant will pay to City immediately upon demand as Additional Charges the amount of any fees, charges, or other costs incurred by City, including dishonored check fees, increased staff time, and any costs of collection.

5. USE

5.1 Permitted Use

As partial material consideration for City to enter into this Lease, Tenant will use and continuously occupy the Premises during the Term solely for the use specified in the Basic Lease Information (the “**Permitted Use**”), and for no other purpose. Tenant acknowledges that it may not change the Permitted Use without City’s consent (which may be given or withheld at its sole discretion) and that this prohibition on the change in use is expressly authorized by California Civil Code Section 1997.230 and is fully enforceable. Tenant’s failure to provide the Local Community Services or use of the Premises for any other purpose than the Permitted Use shall each be a material breach of this Lease.

5.2 Covenant to Provide Continuous Operations

Tenant will be adequately staffed, remain open, and use the Premises for the Permitted Use in the Premises on a continuous basis throughout the Term, all in accordance with the program schedule set out in the City Grant Agreements (the “**Program Schedule**”). Tenant may update the

Program Schedule from time to time upon the written approval of the City department having granted funds to Tenant for the Local Community Services, and notice to the City's Real Estate Division.

Notwithstanding the foregoing, in connection with the provision of the Local Community Services, Tenant may close the Premises as set forth in the Program Schedule and as otherwise reasonably necessary for (a) legal holidays; (b) approved Alterations to the Premises by Tenant (provided that the closure for Alterations does not exceed thirty (30) days without City's prior written consent); (c) repairs following damage or destruction to the Premises; and (d) strikes, lockouts, labor disputes, inability to obtain labor, materials, fuels, energy or reasonable substitutes therefor, governmental restrictions, regulations, controls, actions or inaction, civil commotion, inclement weather, fire, or other acts of nature, national emergency, acts of war, or terrorism or other cause beyond the reasonable control of Tenant. Tenant will continue to operate the Permitted Use in the Premises to the extent reasonably practicable during any period of reconstruction, alteration, or repair of the Premises.

5.3 No Unlawful Uses, Nuisances or Waste

Without limiting the foregoing, Tenant may not use, occupy, or permit the use or occupancy of any of the Premises or the License Area in a manner that would violate any Legal Requirements or for any illegal purpose, or permit any offensive, noisy, or hazardous use or any waste on or about the Premises or the License Area. Tenant will take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises; provided, however, that absent Tenant's and its Agents' or Invitees' negligent disturbance or exacerbation of any hazardous, illegal, or unsafe condition that existed at the Premises on the Commencement Date, Tenant shall have no responsibility for any hazardous, illegal, or unsafe conditions existing at the Premises or the License Area as of the Commencement Date. Tenant may not conduct any business, place any sales display, or advertise in any manner in the exterior areas of the Premises except identification signs in a location and size and design approved by City in its sole discretion.

6. TENANT IMPROVEMENT WORK

Tenant acknowledges that, as of the Commencement Date, Tenant will be in possession and occupancy of the Premises and that the City Repairs and any Delivery Obligations not delivered by the Commencement Date may occur thereafter, as set forth in Section 2.2 above. City covenants and agrees that it shall use commercially reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such work and shall perform the City Repairs in a good and workmanlike manner and in compliance with all applicable Legal Requirements. City further covenants and agrees to maintain the areas in which the City Repairs and Delivery Obligations are being performed in safe conditions, and to implement and enforce reasonable safety measures in connection with such work. Tenant covenants to comply with and to cause its Agents and Invitees to comply with any City's safety measures applicable to Tenant and to take all reasonable steps and precautions to prevent its staff, Agents and Invitees from interfering with the City's performance of the City Repairs and Delivery Obligations, including, without limitation, verbally informing its Agents and Invitees of the condition to be repaired and keeping them away from such conditions. City shall be responsible for any failure to comply with the foregoing obligations of this Section and for any Claims arising out of or relating to City's performance of the City Repairs, City's failure to maintain safe work areas, or City's failure to perform the City Repairs in accordance with the foregoing sentence, except to the extent such Claims arise from or are related to Tenant's, its Agents or Invitees negligent acts or willful misconduct, failure to comply with the City's safety measures, or Tenant's failure to take

reasonable steps and precautions to prevent its staff, Agents and Invitees from interfering with the City's performance of the City Repairs and Delivery Obligations.

7. ALTERATIONS

7.1 Tenant's Alterations

(a) **General.** Tenant will not make or permit any alterations, installations, additions, or improvements, structural or otherwise (collectively, "**Alterations**") (i) in, to or about the Premises (ii) to the Building or (iii) to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security, and other mechanical, electrical, or communications systems of the Building ("**Building Systems**"), without City's prior written consent, which may be given or withheld in its sole discretion, in each instance. All Alterations will be done at Tenant's expense in accordance with plans and specifications approved by City, only by duly licensed and bonded contractors or mechanics approved by City, and subject to any conditions that City may reasonably impose. Notwithstanding the foregoing, Tenant may make Alterations without City's consent and at City's cost provided Tenant has provided invoices and to the extent required (1) to address a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or the Premises (hereinafter "**Emergency**"), and (2) upon Tenant's discovery of an unsafe condition or as otherwise required to comply with any Legal Requirements following City's failure to rectify the unsafe condition or matter causing the noncompliance with Legal Requirements as required under this Lease, provided, that any such Alterations undertaken by Tenant shall be performed in a good and competent manner and in compliance with all Legal Requirements, and Tenant shall promptly notify City in writing of Tenant's intention to make such Alterations at least three (3) business days prior to performing the Alteration. With respect to any Alterations that would be visible from the exterior of the Building, Tenant will obtain the prior written approval of City's Arts Commission to the extent the Arts Commission has jurisdiction over the design of the proposed alterations under City's Charter Section 5.103.

(b) **Asbestos.** Without limiting Section 26.2 (No Hazardous Materials) below, if it is determined that asbestos-containing materials ("**ACM**") exist in or about the Premises, Tenant will ensure that all Alterations involving any asbestos-related work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all Legal Requirements relating to asbestos, including California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Tenant will distribute notifications to all employees and contractors as required under California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-containing areas or any asbestos related work may be performed without City's prior written consent in each instance. City shall be solely responsible, at its cost, for the presence, condition, and any required monitoring, required abatement or required remediation, and compliance with Legal Requirements relating to any ACM existing in or about the Premises on the Commencement Date. Tenant shall have no responsibility or liability for the presence, condition, or compliance status of ACM, and the performance by Tenant of any Alterations performed in an Emergency or other work required to comply with any Legal Requirements shall not be deemed to shift or transfer such responsibility or liability to Tenant, provided that any such Alterations undertaken by or on behalf of Tenant are performed in a good workman like manner and in compliance with all Legal Requirements, including those applicable to ACM.

(c) **Wiring.** Any Alterations consisting of communications or data wiring shall be subject to City’s approval of a detailed wiring plan, which may be withheld at its sole discretion. If approved by City, all communications and data wiring shall be labeled in manner acceptable to City and removed upon expiration or earlier termination of this Lease.

7.2 Local Hiring Requirements

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in Article 108 of the San Francisco Labor and Employment Code (the “**Local Hiring Requirements**”). The Alterations (as defined in Section 7.1 (Tenant’s Alterations)) are subject to the Local Hiring Requirements unless the cost for the work is (i) estimated to be less than \$750,000 per building permit or (ii) meets any of the other exemptions in the Local Hiring Requirements. Tenant will comply with the Local Hiring Requirements to the extent applicable. Before starting any Tenant Improvement Work or any Alteration, Tenant will contact City’s Office of Economic Workforce and Development (“**OEWD**”) to verify if the Local Hiring Requirements apply to the work (i.e., whether the work is a “**Covered Project**”).

(b) In any contract for a Covered Project, Tenant will include, and will require its subtenants to include, a requirement to comply with the Local Hiring Requirements with specific reference to Article 108 of the San Francisco Labor and Employment Code. Each contract will name the City and County of San Francisco as a third-party beneficiary for the limited purpose of enforcing the Local Hiring Requirements, including the right to file charges and seek penalties. Tenant will cooperate, and require its subtenants to cooperate, with City in any action or proceeding against a contractor or subcontractor that fails to comply with the Local Hiring Requirements when required. Tenant’s failure to comply with its obligations under this Section will constitute a material breach of this Lease. A contractor’s or subcontractor’s failure to comply with this Section will enable City to seek the remedies specified in Section 108.4 of the San Francisco Labor and Employment Code against the breaching party.

7.3 Prevailing Wages and Working Conditions

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in Section 101.1 of the San Francisco Labor and Employment Code. To the extent applicable, Tenant will require its Contractors and Subcontractors performing work on any Covered Project at the Premises to pay Prevailing Wages in accordance with the requirements of Article 103 of the San Francisco Labor and Employment Code and employ Apprentices in accordance with Article 104 of the San Francisco Labor and Employment Code. Any contract, subcontract, or other type of agreement for the performance of that Covered Project shall (A) require the payment of the highest general Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code to all persons performing labor or work for the Covered Project and employment of Apprentices in accordance with Section 104.1 of the San Francisco Labor and Employment Code, (B) require all records described in Section 103.3(e) of the San Francisco Labor and Employment Code to be kept and submitted in compliance with the requirements of that subsection, (C) name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage requirements of Article 103 of the San Francisco Labor and Employment Code and apprenticeship requirements of Article 104 of the San Francisco Labor and Employment Code, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code, (D) include the Prevailing Rate of Wages or a statement that copies of the Prevailing Rate of Wages as fixed and determined in accordance with Section 103.2 of the San Francisco Labor and Employment Code

are on file at the job site and available to any interested party on request, and (E) include the following provisions:

(i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on the Contractor by the Charter or the San Francisco Municipal Code;

(ii) the Contractor agrees that the Labor Standards Enforcement Officer, and the Officer's designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, Contractor daily logs, payroll records, employee paychecks, employee paystubs, and proof of payment documents;

(iii) the Contractor shall maintain a record in the format prescribed by the Office of Labor Standards Enforcement of sign-in and sign-out showing which employees have been present on the job site;

(iv) the Contractor shall prominently post at each job site a sign informing employees that the project is subject to the Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and

(v) the Labor Standards Enforcement Officer may audit such records of the Contractor or Subcontractor as the Labor Standards Enforcement Officer reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the San Francisco Charter or the San Francisco Municipal Code.

Failure to comply with any of these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(h), as amended from time to time.

(b) Tenant will reasonably cooperate with City in any action or proceeding against a Contractor or Subcontractor that fails to pay the Prevailing Rate of Wages or employ Apprentices as required. Tenant's failure to comply with its obligations under this Section will constitute a material breach of this Lease. A Contractor's or Subcontractor's failure to comply with this Section will enable City to seek the remedies specified in accordance with Articles 103 through 106 of the San Francisco Labor and Employment Code against the breaching party.

(c) Tenant will also pay, and will require its subtenants, and Contractors and Subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for work as required by Article 102 of the San Francisco Labor and Employment Code, including a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 102.3); a Show (as defined in Section 102.4); a Special Event (as defined in Section 102.8); Broadcast Services (as defined in Section 102.9); Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 102.10); and Security Guard Services for Events (as defined in Section 102.11).

(d) Tenant's Improvements or Alterations that Disturb or Remove Lead Based Paint. Tenant, on behalf of itself and its Agents or Invitees, will comply with all requirements of the San Francisco Building Code, Section 3407, and all other Legal Requirements, including the California and United States Occupational Health and Safety Acts and their implementing regulations, when the work of improvement or alteration disturbs or removes exterior lead-based or "presumed" lead-based paint (as defined below). Tenant and its Agents or Invitees (defined in Section 28.5 (Parties and Their Agents; Approvals) below) will give to City three (3) business days' prior written notice of any disturbance or removal of exterior lead-based or

presumed lead-based paint. Further, Tenant and its Agents or Invitees, when disturbing or removing exterior lead-based or presumed lead-based paint, may not use or cause to be used any of the following methods: (i) acetylene or propane burning and torching; (ii) scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter (“HEPA”) local vacuum exhaust tool; (iii) hydro-blasting or high-pressure wash without containment barriers; (iv) abrasive blasting or sandblasting without containment barriers or a HEPA vacuum exhaust tool; and (v) heat guns operating above 1,100 degrees Fahrenheit. Paint on the exterior of buildings built before December 31, 1978, is presumed to be lead-based paint unless lead-based paint testing, as defined in Section 3407 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the exterior surfaces of the buildings. Under this Section, lead-based paint is “disturbed or removed” if the work of improvement or alteration involves any action that creates friction, pressure, heat, or a chemical reaction on any lead-based or presumed lead-based paint on an exterior surface so as to abrade, loosen, penetrate, cut through, or eliminate paint from that surface. Notice to City under this Lease will not constitute notice to City’s Department of Building Inspection required under San Francisco Building Code Section 3407. Absent Tenant’s, its Agents or Invitee’s negligent disturbance or exacerbation of any existing lead based paint or presumed lead based paint, Tenant shall have no responsibility or liability for the presence of lead-based or presumed lead-based paint existing on the Premises before the Commencement Date.

7.4 Title to Improvements

Except for Tenant’s Personal Property (as described in the next section), or as may be specifically provided to the contrary in the approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises at the Commencement Date or during the Term, including the City FF&E specified in Exhibit A-3 and any Alterations will be and remain, City’s property. Tenant may not remove any City property at any time during or after the Term unless City so requests as further provided in Section 24 (Surrender of Premises) below.

7.5 Tenant’s Personal Property

All furniture other than that provided by City, trade fixtures, office equipment, and articles of movable personal property Alterations, or other appurtenances, fixtures, improvements, furnishings, equipment, additions, and other property attached or affixed to or installed in the Premises by or for the account of Tenant at the Commencement Date or during the Term (a) that are installed in the Premises by Tenant, without expense to City, and (b) that can be removed without structural or other damage to the Premises, including, for the avoidance of doubt, any furniture, fixtures or equipment, as listed on **Exhibit A-4**, previously owned by Collective Impact and transferred or donated to Tenant pursuant to an arrangement between Collective Impact and Tenant (collectively, “**Tenant’s Personal Property**”) will be and remain, Tenant’s property. Tenant may remove its Personal Property at any time during the Term, subject to the provisions of Section 24 (Surrender of Premises) below. Tenant will pay any taxes or other impositions levied or assessed on Tenant’s Personal Property, at least ten (10) days before delinquency, and, on request, deliver satisfactory evidence of that payment to City.

7.6 City’s Alterations of the Building and Building Systems

City reserves the right at any time to make alterations, additions, repairs, deletions, or improvements to any part of the Building or the Building Systems, provided that the alterations, additions, repairs or improvements do not materially interfere with Tenant’s ability to conduct its business more than five (5) business days in any thirty (30) day period; except that in the event of an Emergency such alterations, additions, repairs or improvements may materially interfere with Tenant’s business and may be undertaken without notice to Tenant.

8. REPAIRS AND MAINTENANCE

8.1 City's Repairs

City shall provide and pay for routine property maintenance services to keep the Premises in good order, condition, and repair, including building engineering and repairs, preventative maintenance activities, pest control, monitoring of fire life safety systems and landscaping services. In making those repairs, City may use structures in the Premises where reasonably required, provided that the work may not block the main entrance to the Premises or unreasonably interfere with Tenant's business. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned thereby. Tenant will promptly (but not later than forty-eight (48) hours after discovery) notify City of any discovery of any hazardous, illegal, unsafe condition on or about the Premises or the License Area, needed repair or item requiring maintenance, and City shall promptly commence and diligently pursue such repair and complete the same as soon as reasonably practicable under the circumstances, taking into account the nature and urgency of the repair. Upon the discovery of any needed repair, Tenant shall take reasonable steps and precautions to prevent any resulting harm from the condition requiring the repair, including, without limitation, informing its Agents and Invitees of the condition verbally and through signage or cones and keeping them away from such conditions until repaired.

8.2 Request for City Repairs.

Promptly following the Commencement Date, City shall provide Tenant with (a) an electronic work order submission system for requesting routine property maintenance, repairs, or other services to be performed by the RED, and (b) designated telephone numbers for building engineering support. Tenant shall use the electronic system for all non-Emergency service requests and shall include reasonable detail regarding the issue, location, and urgency. For an Emergency occurring during or outside normal business hours, Tenant may contact City using the telephone numbers provided. City will update Tenant in writing of any changes to the submission system or after hours contact information.

9. LIENS AND ENCUMBRANCES

9.1 Liens

Tenant will keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Tenant. If, within five (5) days after the imposition of any lien, Tenant does not cause the lien to be released of record by payment or posting a bond, then, in addition to all other remedies, City may, but is not obligated to, cause the lien to be released in any way it deems proper, including payment of the claim giving rise to the lien. All sums paid by City and all expenses incurred by it in connection with releasing the lien (including reasonable attorneys' fees) will be payable by Tenant to City on demand. City may post on the Premises any notices that City may deem proper for the protection of City, the Premises, and the Building from mechanics' and material supplier's liens. Tenant will indemnify, defend, and hold City and its Agents harmless from and against any claims for mechanic's, material supplier's, or other liens in connection with any Alterations, repairs, or construction on the Premises, or materials furnished, or obligations incurred by or for Tenant.

9.2 Encumbrances

Tenant may not create, permit, or suffer any liens or encumbrances affecting any portion of the Premises or City's interest in the Premises or under this Lease.

10. UTILITIES AND SERVICES

10.1 Utilities and Services

City shall provide heating and ventilation to the Premises in season, Monday through Friday, except holidays generally recognized in the City of San Francisco, from 7:00 a.m. to 6:00 p.m., and at the temperatures and in the amounts as City deems reasonably necessary for the comfortable occupancy of the Premises, subject to applicable Legal Requirements. Tenant will not alter, adjust, tamper with, or in any manner affect the installations or facilities supplying climate control to the Building or the Premises. Tenant shall be responsible for furnishing, at no cost to the City, all other utilities including electricity and gas, water and sewer services, and refuse disposal. Tenant shall be responsible for janitorial services.

10.2 Reserved

10.3 Security

At no cost to City, Tenant will be responsible for furnishing its own security for its use of the Premises. Tenant must also follow all rules and regulations for securing the Premises.

10.4 Water and Energy Conservation; Mandatory or Voluntary Restrictions

If Tenant requires any utilities or services to be provided by City in excess of the standard utilities and services for the Premises, Tenant will first procure City's written consent, which City may give, condition, or withhold in its sole discretion. If City consents, then Tenant will pay to City, as Additional Charges, the cost of the excess usage. City's failure to bill Tenant for excess utilities or services will not impair City's right to bill Tenant for the costs at a later date. Without limiting the foregoing, Tenant will not: **(a)** connect or use any apparatus, device, or equipment that will require a dedicated circuit or that will impair the proper functioning or capacity of the Building Systems; or **(b)** connect any apparatus, device, or equipment through electrical outlets except in the manner the outlets are designed and without the use of any device intended to increase the plug capacity of any electrical outlet (such as power strips); or **(c)** maintain at any time an electrical demand load over any amount specified in the Rules and Regulations. If, at any time, City has reason to believe that Tenant may be using any utility or service in excess of the amount allowed to the Premises under the Standard Building Utilities or Services, City may install a separate meter in the Premises or to take other appropriate steps to measure the amount of utility or service used in the Premises, and Tenant will pay for the cost of the meter or other means of measurements, and its installation and maintenance.

10.5 Floor Load

Tenant will not place or install in the Premises any equipment that weighs more than the normal load-bearing capacity of the floors of the Building without City's prior written consent, which City may give, condition, or refuse in its sole discretion. If City consents to the placement or installation of any overweight equipment in the Premises, Tenant will reinforce the floor of the Premises, at no cost to City, under plans and specifications approved by City and otherwise in compliance with Section 7.1 (Tenant's Alterations), to the extent necessary to assure that no damage to the Premises or the Building or weakening of any structural supports will occur because of Tenant's overweight equipment.

10.6 Interruption of Services

City's obligation to provide utilities and services for the Premises are subject to the Rules and Regulations of the Building, applicable Legal Requirements (including the rules or actions of the public utility company furnishing the utility or service), and shutdowns for maintenance and repairs, for security purposes, or because of acts of nature, accidents, epidemics and related

governmental orders and requirements, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials, or other causes beyond City's control. In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, then the interruption, failure, or inability will not constitute an eviction of Tenant, constructive or otherwise, or impose on City any liability whatsoever, including liability for consequential damages or loss of business by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable Legal Requirements permitting the termination of this Lease due to the interruption, failure, or inability.

11. COMPLIANCE WITH LEGAL REQUIREMENTS AND RISK MANAGEMENT REQUIREMENTS

11.1 Compliance with Legal Requirements

Tenant will promptly comply with all present or future federal, state, local, and administrative laws, ordinances, resolutions, regulations, requirements, proclamations, orders, or decrees of any municipal, county, state, or federal government or other governmental or regulatory authority, board of fire underwriters, or any directive or occupancy certificate issued under any law by any public officer or officers acting in their regulatory capacity (now or later in effect, collectively "**Legal Requirements**") at its cost, to the extent such compliance arises from Tenant's particular use of the Premises (rather than the pre-existing physical condition of the Premises). In addition, Tenant will at its cost comply with any and all recorded covenants, conditions, and restrictions affecting all or any portion of the Premises, whether in effect at the time of the execution of this Lease or adopted or recorded at any time later and whether or not they were considered by the parties in negotiating this Lease. However, it shall be the City's obligation, at no cost to Tenant, to cause the Premises to be in compliance with the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq. and any other applicable disability access Legal Requirements ("**Disability Requirements**"), if, and to the extent, required by law and not as the direct result of Tenant's particular use of the Premises. Tenant will not be required to make any structural Alterations in order to comply with Disability Requirements unless the Alterations are required, in whole or in part, directly or indirectly, by any Alterations, or Tenant's particular use of the Premises. Any Alteration made by or on behalf of Tenant under the provisions of this Section will be performed in a good and competent manner and in compliance with all Legal Requirements. Tenant's obligation to comply with all Legal Requirements arising from its particular activities and use of the Premises (and not arising from pre-existing conditions that do not meet the Legal Requirements) is a material part of the bargained-for consideration under this Lease.

11.2 Regulatory Approvals

(a) Responsible Party. Tenant's use of the Premises may require authorizations, approvals, or permits from governmental regulatory agencies with jurisdiction over the Premises, including City agencies. Tenant is solely responsible for obtaining all regulatory approvals. Tenant may not seek any regulatory approval without first obtaining City's written consent. Tenant will bear all costs associated with applying for and obtaining any regulatory approval and is solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any condition that could affect use or occupancy of the Premises or City's interest in the Premises will first be approved by City in its sole discretion. Tenant will immediately pay and discharge any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval, and City will have no liability, monetary or otherwise, for any fines or penalties. Tenant will Indemnify City and the other Indemnified Parties (defined in Section 18.2 (Tenant's Indemnity) below)

against all Claims arising in connection with Tenant's failure to obtain or failure by Tenant, its Agents, or its Invitees to comply with the terms and conditions of any regulatory approval.

(b) City Acting as Owner of Real Property. City is entering into this Lease in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease will limit in any way Tenant's obligation to obtain any required approvals from City officials, departments, boards, agencies, commissions, or other body having jurisdiction over the Premises. By entering into this Lease, City is not modifying or limiting Tenant's obligation to cause the Premises to be used and occupied in accordance with all applicable Legal Requirements.

11.3. Compliance with City's Risk Management Requirements

Tenant will not do anything, or permit anything to be done, in or about the Premises that would be prohibited by or increase rates under a standard form fire insurance policy or subject City to potential premises liability. At no cost to City, Tenant will faithfully observe any and all requirements of City's Risk Manager with respect to Tenant's use and occupancy of the Premises. Notwithstanding the foregoing, absent Tenant's, its Agents or Invitees negligent disturbance or exacerbation of any known pre-existing condition on or about the Premises, Tenant shall have no liability hereunder for any pre-existing conditions on or about the Premises.

12. SUBORDINATION

This Lease is and will be subordinate to any reciprocal easement agreement, ground lease, facilities lease, or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements, and extensions of any of the foregoing, that may now exist or later be executed by City affecting the Premises or City's interest in the Premises, without the necessity of executing any instrument to effectuate the subordination. Notwithstanding the foregoing, City or the holder will, in its respective discretion, may elect not to subordinate those interests to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant will attorn to City's successor-in-interest, if desired by the successor-in-interest. The provisions of this Section are self-operative, and no further instrument will be required. On City's demand, however, Tenant will execute and deliver any additional documents in the form requested by City evidencing the priority or subordination of this Lease, as the case may be.

13. INABILITY TO PERFORM

No actual or constructive eviction, in whole or in part, will entitle Tenant to any abatement or reduction of Rent or relieve Tenant from any of its obligations under this Lease. If City is unable to perform or is delayed in performing any of City's obligations under this Lease by reason of acts of nature, accidents, epidemics and related governmental orders and requirements, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials, or by any other reason beyond City's reasonable control, then that inability or delay will not constitute an eviction under this Lease, or impose any liability on City or its Agents because of the inconvenience, annoyance, interruption, injury, or loss to or interference with Tenant's business or use and occupancy or quiet enjoyment of the Premises or any other loss or damage due to City's inability or delay. Tenant waives and releases any right to terminate this Lease under Section 1932, subdivision 1 of the California Civil Code or any similar Legal Requirements.

14. DAMAGE AND DESTRUCTION

If all or any portion of the Premises are damaged by casualty but the Premises remain tenable for the Permitted Use and can meet the required standards for delivering the Local Community Services required under the City Grant Agreements at no material increase in cost to Tenant, then Tenant shall have no right to terminate the Lease, and the damage will be repaired in accordance with Section 8 (Repairs and Maintenance) above. If, however, the Building is completely destroyed by any cause, or other improvements are so damaged that the Premises are untenable or Tenant cannot deliver the Local Community Services prescribed in the Grant Agreement, then, the Lease will automatically terminate. If restoration of the Premises cannot with reasonable diligence be completed within sixty (60) days or less, either party can terminate the Lease. If neither party elects to terminate within thirty (30) days after the date of the destruction or damage, City will promptly and diligently pursue and complete the required repairs to the Premises so that the Premises are in a tenable condition for Tenant's Permitted Use (the "**Repairs**"). During the period prior to the completion of such Repairs, City will proportionally reduce the Base Rent (based upon the extent that the damage and the Repairs materially interferes with Tenant's Permitted Use of the Premises) that would be payable between the date of the damage and the date the repairs are substantially completed.

In addition to the foregoing, if more than twenty-five percent (25%) of the replacement value of the Building is destroyed, then City may terminate this Lease by written notice to Tenant given within thirty (30) days after the damage or destruction, which termination will be effective as of the date of the notice.

Notwithstanding anything to the contrary in this Lease, if the Building or the Premises are damaged or destroyed in the last six (6) months of the Term, then either party may terminate this Lease upon written notice to the other party given within thirty (30) days after the damage or destruction occurs.

City and Tenant intend that in the event of any damage or destruction to the Premises or the Building that this Section will govern the rights and obligation of the parties; accordingly, Tenant waives the provisions of Subdivision 2 of Section 1932 of the California Civil Code and the provisions of Subdivision 4 of Section 1933 of the California Civil Code, and all similar Legal Requirements.

15. EMINENT DOMAIN

If the Premises or any portion of it is taken under the power of eminent domain or sold under threat of exercise of eminent domain (collectively, "**Condemnation**") this Lease will terminate as to the part taken as of the date the condemning authority takes title or possession, whichever occurs first. Each party will promptly notify the other of any pending or threatened Condemnation. If more than ten percent (10%) of the Premises or convenient access to the Premises is taken by Condemnation, then either party may, at its option, terminate this Lease by giving written notice to the other party within ten (10) days after receiving any resolution of necessity (or notice of any similar action by the condemning authority) ("**Condemnation Notice**") regarding a pending or threatened Condemnation. If all or any portion of the Building is taken by Condemnation, then, at its option, City may terminate this Lease by giving written notice to Tenant within thirty (30) days after receiving Condemnation Notice. Any termination will be effective the earlier of thirty (30) days after the termination notice and the date the condemning authority takes title or possession, whichever occurs first. If neither party terminates this Lease, then this Lease will remain in full force and effect as to the portion of the Premises remaining, and City will proportionally reduce Base Rent. Condemnation awards will be City's property, whether the award is made as compensation for the reduction in value of the leasehold, the value of the part taken, or

for severance damages, but Tenant may petition for a separate award for Tenant's relocation expenses or Tenant's Personal Property. All Alterations or improvements made to the Premises will be considered City's property for the purposes of any Condemnation and City will be entitled to the Condemnation award. If this Lease is not terminated under this paragraph, then City will repair any damage to the Premises caused by the Condemnation.

City and Tenant intend that the provisions of this Section govern fully in the event of a Condemnation and accordingly, the parties each waive any right to terminate this Lease in whole or in part under Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure or under any similar Legal Requirements.

16. ASSIGNMENT AND SUBLETTING

As material consideration to City for entering into this Lease, Tenant shall comply with the following restrictions on Assignment and Subleasing.

16.1 Restriction on Assignment and Subletting

Tenant may not directly or indirectly (including by merger, acquisition, or other transfer of any controlling interest in Tenant), voluntarily or by operation of law, sell, assign, encumber, pledge, or otherwise transfer any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder (collectively, an "**Assignment**"), or permit or license any portion of the Premises to be used or occupied by anyone other than itself, or sublet any portion of the Premises (collectively, "**Sublease**") without City's prior written consent in each instance, provided that City hereby approves the Sublease for the San Francisco Public Defender's Office's Magic Program under the Program Agreement.

16.2 Notice of Proposed Transfer

If Tenant desires to enter into an Assignment or a Sublease, it will give advance written notice (a "**Notice of Proposed Transfer**") to City of its intention to do so. The Notice of Proposed Transfer will identify the proposed transferee and state the terms and conditions of the proposed Assignment or Sublease. Tenant will deliver to City with its request for City's consent, the proposed Assignment or Sublease and current financial statements of the proposed Transferee, prepared by the proposed Transferee's certified public accountant, and promptly on City's request, any additional documents or information reasonably related to the proposed transaction or Transferee.

16.3 City's Response

(a) Within twenty (20) business days after City's receipt of the Notice of Proposed Transfer (the "**Response Period**"), by written notice to Tenant, City may elect to: (i) sublease the portion of the Premises specified in the Notice of Proposed Transfer on the terms and conditions set forth in the notice (a "**City Sublease**"), or (ii) terminate this Lease as to the portion of the Premises that is specified in the Notice of Proposed Transfer, with a proportionate reduction in Base Rent (a "**Recapture**").

(b) If City declines to exercise either of its options under subsection (a) above, then Tenant will have ninety (90) days following the earlier of (i) City's notice that it will not elect either option or (ii) the expiration of the Response Period, to enter into the Assignment or Sublease, subject to City's prior written approval of the proposed assignee or subtenant (in either case, a "**Transferee**") and the terms and conditions of the proposed Sublease or Assignment. **One hundred percent (100%)** of any rent or other consideration realized by Tenant under any Assignment or Sublease in excess of the Base Rent and Additional Charges (or the amount proportionate to the portion of the Premises subject to a Sublease) will be paid to City, after Tenant

has recovered any reasonable brokers' commissions and the reasonable cost of any leasehold improvements that Tenant has incurred in connection with the Sublease or Assignment. Tenant will provide City with any information regarding the proposed Transferee and the Assignment or Sublease as City may reasonably request. City will not unreasonably withhold its approval of any proposed Transferee. If Tenant does not enter into the Assignment or Sublease within ninety (90) days after the earlier of the events described in clauses (i) or (ii) above, then Tenant will submit a new Notice of Proposed Transfer for any Assignment or Sublease.

(c) If, after City declines to exercise any of the options under subsection (a) above, Tenant desires to enter into an Assignment or a Sublease (i) on terms and conditions materially more favorable to Tenant than those contained in the Notice of Proposed Transfer or (ii) with a Transferee that is currently a tenant or other occupant of the Building, then Tenant will give City a new Notice of Proposed Transfer, which notice will state the terms and conditions of the Assignment or Sublease and identify the proposed Transferee, and City will again be entitled to elect one of the options provided in subsection (a) at any time within twenty (20) business days after City's receipt of the new Notice of Proposed Transfer.

(d) If City elects either of the options provided in subsection (a), City may enter into a lease, sublease, or assignment agreement for the Premises (or portion specified in the Notice of Proposed Transfer) with any party, including the proposed Transferee identified in Tenant's notice.

(e) Notwithstanding the foregoing, if any Event of Default by Tenant has occurred and is continuing at the time of Tenant's Notice of Proposed Transfer (or if any event occurs that, with the giving of notice or the passage of time or both, would constitute an Event of Default), then City may elect by notice to Tenant to refuse to consent to Tenant's proposed Transfer and pursue any of its right or remedies or at law or in equity.

16.4 Reserved

16.5 Effect of Sublease or Assignment

No Sublease or Assignment by Tenant or any consent by City will relieve Tenant, or any guarantor, of any obligation to be performed by Tenant under this Lease. Any Sublease or Assignment not in compliance with this Section will be void and, at City's option, will constitute a material default by Tenant under this Lease. City's acceptance of any Base Rent or other payments from a proposed Transferee will not constitute City's consent to any Sublease or Assignment or a recognition of any Transferee, or City's waiver of any failure of Tenant or other transferor to comply with this Section. If there is an Assignment or Sublease, whether in violation of or in compliance with this Section, and a Transferee or any successor of Tenant defaults in the performance or observance of any of the terms of this Lease or any Sublease or Assignment agreement, City may proceed directly against Tenant without the necessity of exhausting remedies against the Transferee or successor.

16.6 Assumption by Transferee

Each Transferee (other than City) will assume all obligations of Tenant under this Lease and will be liable jointly and severally with Tenant for the payment of the Rent, and for the performance of all of Tenant's obligations under this Lease. No Assignment will be binding on City unless Tenant or Transferee has delivered to City a counterpart of the Assignment and an instrument in recordable form that contains a covenant of assumption by the Transferee satisfactory in form and substance to City. Transferee's failure or refusal under an Assignment to execute the instrument of assumption, however, will not release the Transferee from its liability under this Lease, as set forth above. Tenant will reimburse City on demand for any reasonable costs that may

be incurred by City in connection with any proposed Sublease or Assignment, including the costs of making investigations as to the acceptability of the proposed Transferee and legal costs incurred in connection with the granting of any requested consent.

16.7 Indemnity for Relocation Benefits

Without limiting Section 16.6 (Assumption by Transferee) above, Tenant will cause any Transferee to expressly waive entitlement to any and all relocation assistance and benefits in connection with this Lease. Tenant will Indemnify City for any and all Claims (as defined in Section 18.2 (Tenant's Indemnity)) arising out of any relocation assistance or benefits payable to any Transferee. Tenant's obligation to Indemnify City will survive the expiration or termination of this Lease and any Assignment or Sublease.

17. DEFAULT; REMEDIES

17.1 Events of Default

Any of the following will constitute an event of default (the "**Event of Default**") by Tenant under this Lease:

(a) a failure to pay Base Rent or Additional Charges when due that continues for three (3) days after the date of City's written notice, but City will not be required to provide notice more than twice during any six (6)-month period, and any failure by Tenant after Tenant has received two (2) notices in a six (6)-month period will constitute an Event of Default by Tenant under this Lease without any further notice from City or opportunity for Tenant to cure except as may be required by Section 1161 of the California Code of Civil Procedure;

(b) a failure to comply with any other covenant, condition, representation, or warranty made under this Lease that continues for fifteen (15) days after the date of written notice by City, provided that if the default is not capable of cure within the fifteen (15)-day period, Tenant will have a reasonable period to complete the cure if Tenant promptly undertakes action to cure the default within the fifteen (15)-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of City's notice of default. City will not be required to provide a written notice of default more than twice in any six (6)-month period for any material non-monetary defaults and after the second notice in any six (6)-month period, any subsequent failure by Tenant during that six (6)-month period will constitute an Event of Default;

(c) a failure to continually use and operate any portion of the Premises for the Permitted Use in accordance with the Program Schedule, or use of the Premises that is not a Permitted Use, which failure or use continues for a period of three (3) business days following written notice from City;

(d) a failure by Tenant to perform and provide the youth programming in accordance with the DCYF Grant Agreements and/or the Reporting in accordance with the provisions of Section 27.3 [Local Community Services and Reporting Obligations] below;

(e) construction or installation of any Alteration without City's written approval as required by Section 7 [Alterations] of this Lease;

(f) a failure by Tenant to execute and deliver to City the estoppel certificate within the time period and in the manner required by Section 21.1 [Tenant's Estoppel Certificates] below, and Tenant's failure to cure the foregoing default within five (5) days following written notice from City;

(g) a Transfer, or attempted Transfer, of this Lease or the Premises by Tenant contrary to the provisions of Section 16 [Assignment and Subletting];

(h) a failure by Tenant to provide evidence of insurance coverage complying with the provisions of Section 19 [Insurance] below, failure to maintain any insurance required to be maintained by Tenant under this Lease, or if any such insurance is canceled or terminated or expires or is reduced or materially changed, except as permitted in this Lease, and Tenant fails to deliver evidence of such coverage or failure to reinstate such coverage, all within three (3) business days following written notice from City;

(i) a vacation or abandonment of the Premises that continues for three (3) consecutive business days; provided, however, that any closure or non-occupancy of the Premises in accordance with Tenant's Program Schedule or otherwise permitted under this Lease shall not constitute a vacation or abandonment;

(j) the termination of any of the City Grant Agreements or any other agreement with City; or

(k) an appointment of a receiver to take possession of all or substantially all of Tenant's assets, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if the receiver, assignment, or action is not released, discharged, dismissed, or vacated within sixty (60) days.

17.2 Remedies

On the occurrence of an Event of Default, City will have the following remedies, which are not exclusive but are cumulative and in addition to any other remedies now or later allowed by law or in equity:

(a) City may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of a written notice from City, no other act of City, including its re-entry into the Premises, its efforts to relet the Premises, its reletting of the Premises for Tenant's account, its storage of Tenant's Personal Property and trade fixtures, its acceptance of keys to the Premises from Tenant, its appointment of a receiver, or its exercise of any other rights and remedies under this Section 17.2 or otherwise under Legal Requirements, will constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises.

(b) On a written termination of Tenant's right to possession of the Premises, this Lease will terminate, and City will be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future Legal Requirement providing for recovery of damages for a breach, including the following:

(i) The reasonable cost of recovering the Premises; plus

(ii) The reasonable cost of removing Tenant's Alterations, trade fixtures, and improvements; plus

(iii) All unpaid Rent due or earned under this Lease before the date of termination, less the proceeds of any reletting or any rental received from subtenants before the date of termination, together with interest at the Interest Rate, on those amounts from the date the Rent is due and payable until the date of the award of damages; plus

(iv) The amount by which the Rent which would be payable by Tenant under this Lease, as reasonably estimated by City, from the date of termination until the date of the award of damages, exceeds the amount of the rental loss that Tenant proves could have been reasonably avoided, together with interest at the Interest Rate on those amounts from the date the Rent is due and payable until the date of the award of damages; plus

(v) The amount by which the Rent which would be payable by Tenant under this Lease, as reasonably estimated by City, for the remainder of the Term, after the date of the award of damages exceeds the amount the rental loss that Tenant proves could have been reasonably avoided, discounted at the discount rate published by the Federal Reserve bank of San Francisco for member banks at the time of the award plus one percent (1%); plus

(vi) Other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Legal Requirements, including any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease that, in the ordinary course of things, would be likely to result therefrom.

(c) City has the remedy described in California Civil Code Section 1951.4 (a landlord may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet and assign subject only to reasonable limitations), and may continue this Lease in full force and effect and may enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due. After the occurrence of an Event of Default, City may enter the Premises without terminating this Lease and sublet all or any part of the Premises for Tenant's account to any person, for a term (which may be a period beyond the remaining Term), at rents, and on other terms and conditions that City deems advisable. If City sublets, rents received by City from the subletting will be applied (i) first, to the payment of the costs of maintaining, preserving, altering, and preparing the Premises for subletting, the other costs of subletting, including brokers' commissions, attorneys' fees, and expenses of removal of Tenant's Personal Property, trade fixtures, and Alterations; (ii) second, to the payment of Rent then due and payable under this Lease; (iii) third, to the payment of future Rent as it becomes due and payable under this Lease; and (iv) fourth, the balance, if any, will be paid to Tenant on (but not before) expiration of the Term. If the rents received by City from any subletting, after application as provided above, are insufficient in any month to pay the Rent due under this Lease for the month, Tenant will pay the deficiency to City on demand. Notwithstanding any subletting for Tenant's account without termination, at any time thereafter, by written notice to Tenant, City may elect to terminate this Lease by virtue of a previous Event of Default.

(d) During the continuance of an Event of Default, for so long as City does not terminate Tenant's right to possession of the Premises and subject to Section 16 (Assignment and Subletting) and the rights granted to City under that Section, City will not unreasonably withhold its consent to an Assignment or Sublease of Tenant's interest in the Premises or in this Lease.

(e) During the continuance of an Event of Default, City may enter the Premises without terminating this Lease and remove all Tenant's Personal Property, Alterations, and trade fixtures from the Premises and store them at Tenant's risk and expense. If City removes Tenant's Personal Property, Alterations, and trade fixtures from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of the removal and storage after written demand and/or to pay any Rent then due, then, after the property has been stored for a period of thirty (30) days or more, City may sell it at public or private sale, in the manner and at the times and places as City deems commercially reasonable following reasonable notice to Tenant of the time and place of the sale. The sale proceeds will be applied first to the payment of the expenses for removal and storage of the property, the preparation for and conducting of the sale, and for attorneys' fees and other legal expenses incurred by City, and the balance will be applied as provided in Section 17.2(b) above. Tenant waives all claims for damages that may be caused by City's reentering and taking possession of the Premises or removing and storing Tenant's Personal Property under this Section 17.2, and Tenant will Indemnify City for all Claims resulting from

City's reentering and taking possession of the Premises or removing and storing Tenant's Personal Property. No reentry by City will constitute or be construed as a forcible entry by City.

(f) City may require Tenant to remove any and all Alterations from the Premises or, if Tenant fails to do so within ten (10) days after City's request, City may do so at Tenant's expense.

(g) City may cure the Event of Default at Tenant's expense, it being understood that City's cure will not waive or cure the Event of Default. If City pays any sum or incurs any expense in curing the Event of Default, Tenant will reimburse City on demand for the amount of the payment or expense with interest at the Interest Rate from the date the sum is paid, or the expense is incurred until City is reimbursed by Tenant.

17.3 Waiver of Redemption

Tenant hereby waives, for itself and all persons claiming by and under Tenant, all rights and privileges that it might have under any present or future Legal Requirement to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

17.4 City's Right to Cure Tenant's Defaults

If Tenant defaults in the performance of any of its obligations under this Lease, then, at City's sole option, City may remedy the default for Tenant's account and at Tenant's expense by providing Tenant with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in the event of an Emergency as determined by City). No City action to cure Tenant's default will be construed as a waiver of Tenant's default or any of City's rights or remedies, and nothing in this Section implies any duty on City to do any act that Tenant is obligated to perform. Tenant will pay to City on demand, as Additional Charges, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

18. WAIVER OF CLAIMS; INDEMNIFICATION

18.1 Limitation on City's Liability; Waiver of Claims

Subject to the express terms of this Lease, and excluding any pre-existing conditions at the Premises to the extent such pre-existing conditions violate applicable Legal Requirements or applicable Environmental Laws, City will not be responsible for or liable to Tenant, and as a material part of the consideration rendered to City, Tenant hereby assumes the risk of, and waives and releases City and its Agents from all Claims for any injury, loss, or damage to any person or property in or about the Premises or the License Area by or from any cause whatsoever including: **(a)** any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises or the License Area; **(b)** theft; **(c)** explosion, fire, steam, oil, electricity, water, gas, rain, pollution, or contamination; **(d)** stopped, leaking, or defective Building Systems; **(e)** Building defects; and **(f)** damages to goods, wares, goodwill, merchandise, equipment, personal property or business opportunities. Nothing in this Section will relieve City from liability caused solely and directly by the gross negligence or willful misconduct of City or its Agents or arising from the condition of the Premises or the License Area as of the Commencement Date. To the extent of any pre-existing conditions at the Premises or the License Area, including, and limited to, any Hazardous Materials, ACM, lead-based paint, or black mold, City shall remain solely responsible for all Claims arising from such pre-existing conditions, except to the extent that the Claims arise from Tenant's, its Agent's or Invitee's negligent disturbance or exacerbation of any condition pre-existing at the Premises or the License Area as of the Commencement Date.

Neither party will be liable under any circumstances for any consequential, incidental, or punitive damages.

Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Lease might be found later to be other than or different from the facts now believed to be true and agrees that the releases in this Lease shall remain effective. Therefore, with respect to the Claims released in this Lease, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Tenant specifically acknowledges and confirms the validity of the release made above and the fact that Tenant was represented by counsel who explained the consequences of the release at the time this Lease was made, or that Tenant had the opportunity to consult with counsel but declined to do so.

18.2 Tenant's Indemnity

Tenant, on behalf of itself and its successors and assigns, will indemnify, defend, and hold harmless (“**Indemnify**”) City, including all of its boards, commissions, departments, agencies, and other subdivisions, and all of its and their Agents, and their respective heirs, legal representatives, successors, and assigns (individually and collectively, the “**Indemnified Parties**”), and each of them, from and against all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (collectively, “**Claims**”), incurred in connection with or arising in whole or in part from: **(a)** any accident, injury to or death of a person (including Tenant’s employees), or loss of or damage to property, caused by the negligence or willful misconduct of Tenant, its Agent(s) or Invitees or any person or entity claiming through or under any of them in or about the Premises or the License Area; **(b)** any default by Tenant in the observation or performance of any of the terms, covenants, or conditions of this Lease to be observed or performed on Tenant’s part; **(c)** negligence in the use or occupancy or manner of use or occupancy of the Premises or the License Area by Tenant, its Agents, or its Invitees, or any person; or entity claiming through or under any of them; **(d)** a condition of the Premises or the License Area occurring after the Commencement Date caused by Tenant, its Agents or Invitees; **(e)** any construction or other work undertaken by Tenant on the Premises or any Alterations during the Term; or **(f)** any acts, omissions, or negligence of Tenant, its Agents, or its Invitees, in, on, or about the Premises or the License Area. Tenant shall be obligated to Indemnify the Indemnified Parties under this Section 18.2, except: (i) to the extent the Indemnity is related to a pre-existing condition at the Premises or the License Area, including, and limited to, any Hazardous Materials, ACM, lead-based paint, or black mold and such pre-existing condition has not been negligently disturbed or exacerbated by Tenant its Agents or Invitees; or (ii) to the extent the Indemnity is void or otherwise unenforceable under applicable Legal Requirements, or (iii) for Claims caused exclusively by the willful misconduct or active negligence of the Indemnified Parties. The foregoing Indemnity includes reasonable fees of attorneys, consultants, and experts and related costs and City’s costs of investigating any Claim. Tenant expressly acknowledges that Tenant has an immediate and independent obligation to defend City from any Claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the Claim is tendered to Tenant by City and

continues at all times thereafter. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

19. INSURANCE

19.1 Tenant's Insurance

(a) At no cost to City, Tenant will procure and keep in effect at all times during the Term insurance as follows:

(i) Commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage, including contractual liability, independent contractors, , fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000), personal injury, abuse and molestation coverage, and products and completed operations, and explosion, collapse, and underground (XCU). The policy will include an endorsement for physical abuse and sexual molestation coverage with limits of not less than Two Million Dollars (\$2,000,000) each occurrence.

(ii) Worker's Compensation Insurance in statutory amounts with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each accident.

(iii) Business 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 and non-owned and hired vehicles, as applicable, if Tenant uses automobiles in connection with its use of the Premises.

(iv) Business interruption insurance insuring that the Rent will be paid to City for a period of at least one (1) year if Tenant is unable to operate its business at the Premises. Business Interruption Insurance will also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion.

(v) Professional Liability Insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Lease or to the Premises, provided the requirements of Section 19.1(d) will not apply to such insurance.

(vi) Personal Property Insurance. Tenant, at its sole cost and expense, shall procure and maintain on all of Tenant's Property and Alterations, in, on, or about the Premises, personal property insurance on an all risk form, excluding earthquake and flood, in an amount not less than full replacement value or a stated value, at Tenant's sole discretion, for the replacement of Tenant's Property.

(vii) Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(viii) Other insurance as is generally required by commercial owners of buildings similar in size, character, age, and location as the Building, as may change from time to time.

(b) If any of the required insurance is provided under a claims-made form, Tenant will maintain the coverage continuously throughout the Term and, without lapse, for a

period of three (3) years beyond the expiration or termination of this Lease, to the effect that, if occurrences during the Term give rise to claims made after expiration or termination of this Lease, those claims will be covered by the claims-made policies. Tenant's obligations under this Section will survive the expiration or termination of this Lease.

(c) If any of the required insurance is 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 the general annual aggregate limit, the general aggregate limit will be double the occurrence or claims limits specified above.

(d) All liability insurance policies will be endorsed to provide the following:

(i) Name as additional insured the City and County of San Francisco, its officers, agents, and employees.

(ii) That the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(e) Each insurance policy required under Section 19.1(a) above will be issued by an insurance company licensed in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class VIII" or higher in the most recent edition of Best's Insurance Guide.

(f) All insurance policies required to be maintained by Tenant will be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to both Tenant and City. If Tenant's insurer refuses to offer this endorsement, Tenant will promptly provide the thirty (30) day's prior written notice of cancellation, intended non-renewal, or reduction in coverage to City. Notice to City will be mailed to the addresses for City set forth in the Basic Lease Information.

(g) On or before the Commencement Date, Tenant will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverage required under this Lease, together with complete copies of the policies and at any other time promptly after City's request. During the Term, Tenant will provide City with certificates or policies at least thirty (30) days before the expiration dates of expiring policies. Tenant shall submit or cause its respective insurance brokers to submit the requested information through the insurance verification program designated by City or any successor program used by City for verification of tenant insurance coverage. If Tenant fails to procure the required insurance, or to deliver the policies or certificates, then at its option and without waiving any rights or remedies that City may have for Tenant's default, City may procure the insurance for Tenant's account, and Tenant will pay the cost to City within five (5) days after delivery to Tenant of invoices therefor.

(h) On City's request, Tenant and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Tenant for risks comparable to those associated with the Premises, then, at City's request, Tenant will increase the amounts or coverage carried by Tenant to conform to the general commercial practice.

(i) Tenant's compliance with the provisions of this Section will in no way relieve or decrease Tenant's liability under Section 18.2 (Tenant's Indemnity), or any of Tenant's other obligations under this Lease.

(j) Notwithstanding anything to the contrary in this Lease, if any of the required insurance coverage lapses, this Lease will terminate on three (3) days' notice to Tenant unless Tenant renews the insurance coverage within the notice period.

19.2 Tenant's Personal Property

At no cost to City, Tenant is responsible for separately insuring Tenant's Personal Property for all losses and damages including theft.

19.3 City's Self Insurance

Tenant acknowledges that City self-insures against casualty, property damage, and public liability risks and agrees that, at City's sole election (but without obligation to do so), City may carry any third-party insurance coverage for the Building, the Premises, the License Area or otherwise.

19.4 Waiver of Subrogation

Notwithstanding anything to the contrary in this Lease, City and Tenant (each a "**Waiving Party**") each waive any right of recovery against the other party for any loss or damage relating to the Building or the Premises or the License Area or any operations or contents, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by third-party insurance that is required to be purchased by the Waiving Party under this Lease or is actually covered by insurance held by the Waiving Party or its Agents. Each Waiving Party will obtain a waiver of subrogation rights endorsements from applicable insurance carriers issuing policies relating to the Building or the Premises; provided, the failure to obtain the endorsement will not affect the above waiver.

20. ACCESS BY CITY

City reserves for itself and any of its designated Agents the right to enter the Premises as follows: (a) on a regular basis without advance notice to supply any necessary or agreed-upon service provided by City under this Lease; (b) on an occasional basis, at all reasonable times after giving Tenant reasonable advance written or oral notice, to show the Premises to prospective tenants or other interested parties; to post notices of non-responsibility; to conduct any environmental audit of Tenant's use of the Premises; to repair, alter, or improve any part of the Building, Building Systems, or the Premises; and for any other lawful purpose; and (c) on an Emergency basis without notice whenever City believes that Emergency access is required. City will have the right to use any means that it deems proper to open doors in an Emergency to obtain access to any part of the Premises, and that entry will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises. Tenant will not alter any lock or install any new or additional locking devices without City's prior written consent. All locks installed in the Premises will be keyed to the Building master key system, and City will at all times have a key with which to unlock all doors in the Premises (excluding Tenant's vaults, safes, or special security areas, if any, designated by Tenant in writing to City).

21. CERTIFICATES

21.1 Tenant's Estoppel Certificates

At any time and from time to time on not less than ten (10) days' prior notice from City, Tenant will execute and deliver to City or to any party designated by City a certificate stating: (a) that Tenant has accepted the Premises, (b) the Commencement Date and Expiration Date of this Lease, (c) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications),

(d) whether or not there are then existing any defenses against the enforcement of any of Tenant's obligations under this Lease (and if so, specifying the same), (e) whether or not there are any defaults then existing under this Lease (and if so specifying the same), (f) the dates, if any, to which the Base Rent and Additional Charges have been paid, and (g) any other information that may be reasonably required.

21.2 City's Certificates

At any time and from time to time on not less than ten (10) days' prior notice from Tenant, City will execute and deliver to Tenant or to any party designated by Tenant a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) whether or not there are any known defaults then existing under this Lease (and if so specifying the same), and (d) the dates, if any, to which the Base Rent and Additional Charges have been paid.

22. RULES AND REGULATIONS

Tenant will faithfully comply with the rules and regulations attached to this Lease as **Exhibit D** (Building Rules and Regulations), which City may amend from time to time (the "**Rules and Regulations**"). City will not be responsible for the non-performance of the Rules and Regulations by any other tenant or occupant of the Building. If there is any conflict between any provision of this Lease and any provision of the Rules and Regulations, this Lease will control.

23. RESERVED

24. SURRENDER OF PREMISES

(a) On the Expiration Date or other termination of this Lease, Tenant will peaceably quit and surrender to City the Premises, together with the tenant improvements, and all Alterations approved by City, in good order and condition, except for normal wear and tear (after Tenant has made the last necessary repair required under this Lease), and further except for any portion of the Premises condemned and any damage and destruction for which Tenant is not responsible under this Lease. The Premises will be surrendered free and clear of all liens and encumbrances other than those existing as of the date of this Lease and any other encumbrances created by City. Immediately before the Expiration Date or other termination of this Lease, Tenant will remove all of Tenant's Personal Property as provided in this Lease, and repair any damage resulting from the removal; provided, in City's sole discretion, City may reserve ownership of any telecommunications equipment, wire, cabling, and/or conduit installed in the Premises or any other portion of the Building by or on behalf of Tenant. If Tenant fails to timely remove all of Tenant's Personal Property by the expiration or other termination of this Lease, City may perform the removal at Tenant's expense. Notwithstanding anything to the contrary in this Lease, at any time before the Expiration Date or within five (5) days after termination of this Lease, City may elect to require Tenant to remove, at Tenant's sole expense, all or part of the Alterations, or other improvements or equipment constructed or installed by or at Tenant's expense, including any telecommunications equipment, wires, cabling, and/or conduit installed in the Premises or any other portion of the Building by or on behalf of Tenant. Tenant will promptly remove those items and repair, at no cost to City, any damage to the Premises or the Building resulting from the removal, or if Tenant fails to repair, City may do so at Tenant's expense. Tenant's obligations under this Section will survive the expiration or sooner termination of this Lease. At City's option, any items of Tenant's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this Lease may be deemed abandoned and disposed of in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Legal Requirements.

(b) Concurrently with the surrender of the Premises, if requested by City, Tenant will execute, acknowledge, and deliver to City a quitclaim deed to the Premises and any other instrument reasonably requested by City to evidence the termination of Tenant's leasehold estate and to effect the transfer or vesting of title to the tenant improvements, Alterations or other improvements or equipment that remain part of the Premises.

(c) Tenant's obligations under this Section will survive the expiration or sooner termination of this Lease.

25. Intentionally Omitted.

26. HAZARDOUS MATERIALS

26.1 Definitions

As used in this Lease:

(a) "**Environmental Laws**" means all present or future Legal Requirements relating to Hazardous Material (including its use, handling, transportation, production, disposal, discharge, or storage), or to health and safety, industrial hygiene, or the environment, including soil, air, and groundwater conditions.

(b) "**Hazardous Material**" means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time, now or later, deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a "Hazardous substance" under Section 78075 of the California Health & Safety Code; a "hazardous substance," "pollutant," or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.); any "hazardous waste" listed under Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

(c) "**Investigate**" and "**Investigation**" means undertaking any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the Premises or that has been, are being or threaten to be Released into the environment; "**Remediate**" and "**Remediation**" means to clean up, remove, contain, treat, stabilize, monitor, or otherwise control the Hazardous Material.

(d) "**Release**" when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under, or about any other part of the Premises or into the environment.

26.2 No Hazardous Materials

Neither Tenant nor any of its Agents or Invitees will cause or permit any Hazardous Material to be brought on, kept, used, stored, generated or disposed of in, on, or about the Premises or the License Area, or transported to or from the Premises or the License Area, with the sole exception that Tenant may keep and use Hazardous Material in the Premises in reasonably limited amounts as are customarily associated with, and used for Tenant's Permitted Use and janitorial needs (such as normal office and cleaning supplies so long as the storage, use, and disposal are in compliance with all applicable Environmental Laws at all times. Tenant will give City immediate written notice of: (a) any action, proceeding, or inquiry by any governmental authority (including the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management District, or any local governmental entity)

against Tenant with respect to the presence or Release or suspected presence or Release of Hazardous Material on the Premises or the License Area or the migration thereof from or to other property; (b) all demands or claims made or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous Materials; (c) any Release of Hazardous Material on or about the Premises or the License Area that has occurred and may require any Investigation or Remediation; and (d) all matters of which Tenant is required to give notice under Section 25359.7 of the California Health and Safety Code.

26.3 Tenant's Environmental Indemnity

If Tenant breaches any of its obligations contained in this Section, or, if any act or omission of Tenant, its Agents, or its Invitees results in any Release of Hazardous Material in, on, under, or about the Premises or the License Area in violation of any applicable Environmental Laws, then, without limiting Tenant's Indemnity contained in Section 18.2 (Tenant's Indemnity), on behalf of itself and its successors and assigns, Tenant will Indemnify the Indemnified Parties, and each of them, from and against all Claims (including damages for decrease in value of the Premises, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees and costs) arising during or after the Term and relating to the Release; provided, however, that Tenant shall have no liability or obligation under this Section to the extent any escaping or leaching condition existed prior to the Commencement Date and the escaping or leaching condition has not been negligently disturbed or exacerbated by Tenant, its Agents or Invitees. The foregoing Indemnity includes costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Premises and the License Area, as the case may be, to its prior condition, fines and penalties assessed for the violation of any applicable Environmental Laws, and any natural resource damages. Without limiting the foregoing, if Tenant or any of its Agents or Invitees causes or permits the Release of any Hazardous Materials in, on, under, or about the Premises or the License Area, Tenant will immediately inform City and at no expense to City take all appropriate actions to return the Premises or License Area affected by the Release to the condition existing before the Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Tenant expressly acknowledges that Tenant has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, and this obligation arises at the time the claim is tendered to Tenant and continues at all times thereafter. Tenant will afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

26.4 Survival of Obligation

Tenant's obligations under this Section 26.4 will survive the expiration or earlier termination of this Lease.

26.5 Hazardous Substance Disclosure

California Legal Requirements require landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Tenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials, including asbestos, gasoline, diesel, and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane, and building materials containing chemicals, such as formaldehyde. By execution of this Lease, Tenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes and, to the

extent permitted by Legal Requirements, Tenant waives any and all rights Tenant may have to assert that City has not complied with the requirements of the statute.

27. SPECIAL PROVISIONS

27.1 Extension Option

(a) **Option to Extend Term.** City grants to Tenant a one-time option to extend the Term as to the entire Premises only (the “**Extension Option**”) for an additional six (6) months (the “**Extension Term**”), commencing on the Expiration Date, which shall be exercisable by Tenant upon mutual agreement of the Parties, and on the following terms and conditions. The Tenant shall notify City of Tenant’s desire to exercise the Extension Option at any time during the Term but at least ninety (90) days before the Expiration Date by giving written notice to the City. If City consents within thirty (30) days of such notice (which consent may be given or withheld in City’s sole discretion), the Term shall be extended for six (6) months. If any Event of Default by Tenant is outstanding either at the time Tenant notifies City of its intent to exercise the Extension Option or at any time before the first day of the Extension Term (or if any event has occurred that, with the giving of notice or the passage of time or both, would constitute an Event of Default), then City may elect by notice to Tenant to reject an exercise of the Extension Option from the Tenant, in which case, the Extension Option will be null and void. City may also void Tenant’s Extension Option if Tenant has assigned its interest under this Lease or sublet more than fifty percent (50%) of the Premises.

(b) **Base Rent and Other Terms.** If Tenant and City agree to Tenant’s exercise of the Extension Option, then the lease for the Extension Term will cover the entire Premises and be on all of the terms, covenants, and conditions of this Lease.

27.2 Reserved

27.3 Local Community Services and Reporting Obligations

(a) **Local Community Services.** As a material consideration to City entering into this Lease, Tenant agrees to provide the youth programming services described under the DCYF Grant Agreements and defined as the Local Community Services under this Lease. Tenant agrees to track those services and their effectiveness.

(b) **Reporting to DCYF.** Tenant shall adhere to all of the reporting requirements set forth in the DCYF Grant Agreements.

27.4 Waiver of Abandoned Property Process

Tenant acknowledges and agrees that, upon termination of this Lease for any reason, any personal property remaining on the Premises shall be deemed immediately abandoned by Tenant. Tenant expressly waives any right to notice, storage, or retrieval of such property under applicable abandoned property laws, to the fullest extent permitted by law. City may dispose of, sell, or retain any such property without liability to Tenant. Tenant further agrees to indemnify and hold City harmless from any claims or expenses arising from the removal or disposal of such property.

27.5 Qualified Commercial Tenant

Commercial Tenant Protection Act. Under California law, a ‘qualified commercial tenant’ is defined as: a tenant of commercial real property that meets both of the following requirements:

(i) The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees.

(ii) (I) Subject to subclause (II), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time, the protections under this subdivision come into place.

(iii) (II) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice and self-attestation described in subclause (I) before or upon execution of the lease, and annually thereafter, at such time the protections under this subdivision come into place.

(iv) Tenant hereby represents and warrants that, as of the date of Tenant's execution of the Lease, it is not a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees and is not a 'qualified commercial tenant' as defined in California SB 1103. Tenant shall provide City with notice if at any time during the Term, Tenant is deemed a 'qualified commercial tenant' as defined in California SB 1103.

28. GENERALLY APPLICABLE PROVISIONS

28.1 Notices

Any notice given under this Lease will be effective only if in writing and delivered in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant, (i) at Tenant's address set forth in the Basic Lease Information, if sent before Tenant takes possession of the Premises, or (ii) at the Premises if sent on or after Tenant takes possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent after Tenant vacates, abandons, or surrenders the Premises; or (b) City, at City's address set forth in the Basic Lease Information; or (c) to any other address that either City or Tenant designates as its new address by notice given to the other in accordance with the provisions of this Section at least ten (10) days before the effective date of the change. A properly addressed notice transmitted by one of the foregoing methods will be deemed to have been given two (2) days after the date it is mailed by first class or certified mail, one day after the date it is deposited with an overnight courier for overnight delivery, or on the date of personal delivery. For convenience of the parties, copies of notices may also be given by email to the email address set forth in the Basic Lease Information or as may be provided from time to time; however, neither no official or binding notice may be given by email; a notice will only be deemed given and effective when sent as provided in the first two (2) sentences of this Section. Tenant will promptly provide City with copies of all notices received regarding any alleged violation of Legal Requirements or insurance requirements or any alleged unsafe condition or practice.

28.2 No Implied Waiver

No failure by City to insist on the strict performance of any obligation of Tenant under this Lease or to exercise any right, power, or remedy arising out of a breach, regardless of the length of time that the breach continues, no acceptance of full or partial Base Rent or Additional Charges during any breach, and no acceptance of the keys to or possession of the Premises before the expiration of the Term by any Agent of City, will constitute a waiver of the breach or of City's right to demand strict compliance with any term, covenant, or condition or operate as a surrender of this Lease. No express written waiver of any default or the performance of any provision of this Lease will affect any other default or performance, or cover any other period of time, other than the default, performance, or period of time specified in the express waiver. One or more written waivers of a default or the performance of any provision of this Lease will not be deemed to be a waiver of a subsequent default or performance. Any City consent under this Lease will not relieve

Tenant of any obligation to secure City's consent in any other or future instance as required by this Lease.

28.3 Amendments

Neither this Lease nor any of its terms or provisions may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought. Whenever this Lease requires or permits City's consent or approval, the Director of Property or his or her designee will be authorized to provide the consent or approval, except as otherwise provided by applicable Legal Requirements, including the Charter. Any amendments or modifications to this Lease, including amendments to or modifications to the exhibits to this Lease, are subject to the mutual written agreement of City and Tenant, and City's agreement may be made upon the sole approval of the Director of Property, or his or her designee; provided, however, (a) changing the legal description of the Premises, (b) increasing the Term, (c) increasing the Rent, (d) changing the general use of the Premises from the use authorized under Section 5.1 (Permitted Use) of this Lease, and (e) any other amendment or modification that materially increases City's liabilities or financial obligations under this Lease may also require the approval of City's Board of Supervisors.

28.4 Authority

If Tenant signs as a corporation, then each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly formed, validly existing entity, in good standing with the California Secretary of State and shall maintain such status throughout the Term of this Lease, Tenant has and is qualified to do business in California, Tenant is registered the California Attorney General's registry of trust, Tenant has full right and authority to enter into this Lease, and each and all of the persons signing on behalf of Tenant are authorized to do so. On City's request, Tenant will provide City with evidence reasonably satisfactory to City confirming these representations and warranties.

28.5 Parties and Their Agents; Approvals

The words "City" and "Tenant" include the plural as well as the singular. If there is more than one entity that comprises Tenant, Tenant's obligations and liabilities under this Lease are joint and several. The term "Agents" when used with respect to either party includes the agents, employees, directors, officers, contractors, and representatives of the party, and the term "Invitees" when used with respect to Tenant includes the clients, customers, invitees, guests, licensees, assignees, or subtenants of Tenant. All approvals, consents, or other determinations permitted or required by City will be made by or through City's Director of Property in his or her sole discretion unless otherwise provided in this Lease, subject to applicable Legal Requirements.

28.6 Interpretation of Lease

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and in no way define or limit the scope or intent of any provision of this Lease. Provisions in this Lease relating to number of days are calendar days, unless otherwise specified, but if the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a Saturday, Sunday, or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

28.7 Successors and Assigns

Subject to the provisions of this Lease relating to Assignment and Subletting, the terms, covenants, and conditions contained in this Lease will bind and benefit City and Tenant and their successors and assigns; provided, however, that on any sale, assignment, or transfer by City (or by any subsequent landlord) of its interest in the Premises, including any transfer by operation of law, City (or any subsequent landlord) will be relieved from all obligations and liabilities arising under this Lease after the sale, assignment, or transfer.

28.8 Brokers

Neither party has had any contact or dealings regarding leasing the Premises to Tenant, or any communication in connection that leasing, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated in this Lease except as identified in the Basic Lease Information, whose commission, if any is due, will be paid under a separate written agreement between the broker and the party through which the broker contracted. If any broker or finder perfects a claim for a commission or finder's fee based on a contact, dealings, or communication, then the party through whom the broker or finder makes a claim will be responsible for the commission or fee and will Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the broker's or finder's claim. The provisions of this Section will survive the expiration or any earlier termination of this Lease.

28.9 Severability

If any provision of this Lease or its application to any person, entity, or circumstance is invalid or unenforceable, then the remainder of this Lease, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this Lease will be valid and enforceable to the fullest extent permitted by Legal Requirements, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

28.10 Governing Law

This Lease will be construed and enforced in accordance with the Legal Requirements of the State of California, but without regard to its choice of law provisions, and City's Charter.

Any legal suit, action, or proceeding arising out of or relating to this Lease shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters).

The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Lease has been brought in an inconvenient forum.

28.11 Entire Agreement

This Lease, including its attached exhibits, which are made a part of this Lease by this reference, contains the entire agreement between the parties and all prior written or oral negotiations, understandings, and agreements are merged into this Lease. The parties intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever (including prior drafts and changes) may be introduced in any judicial, administrative, or other legal proceeding involving this Lease. Tenant acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises, the Building, the

License Area, or this Lease except as expressly set forth in this Lease, and no rights, easements, or licenses are or will be acquired by Tenant by implication or otherwise unless expressly set forth in this Lease.

28.12 Holding Over

(a) If Tenant retains possession of any portion of the Premises after the expiration or the earlier termination of this Lease, then unless City expressly agrees to the holdover in writing, Tenant will pay City, on a month-to-month basis, Base Rent equal to two hundred percent (200%) of the latest Base Rent payable by Tenant before the expiration or termination of the Lease, together with an amount estimated by City for the monthly Additional Charges, and will otherwise be on the terms and conditions specified in this Lease so far as applicable (except for those pertaining to the Term and any Extension Options). Any failure by Tenant to surrender, discontinue using, or, if required by City, any failure to remove any property or equipment following written demand by City, will constitute continuing possession for purposes of this Section. Tenant acknowledges that the foregoing provisions do not serve as permission for the Tenant to hold over or serve to extend the Term. Any holding over without City's consent will constitute a default by Tenant and entitle City to exercise any or all of its remedies, notwithstanding that City may elect to accept one or more payments of Rent, and whether or not the amounts are at the holdover rate specified above or the rate in effect at the end of the Term.

(b) Any holding over after the expiration of the Term with City's express written consent will be construed to automatically extend the Term on a month-to-month basis at a Base Rent equal to one hundred fifty percent (150%) of the latest Base Rent payable by Tenant before the expiration, together with an amount estimated by City for the monthly Additional Charges, and will otherwise be on the terms and conditions specified in this Lease so far as applicable (except for those pertaining to the Term and any Extension Options).

(c) Tenant's obligations under this Section will survive the expiration or termination of this Lease.

28.13 Time of Essence

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

28.14 Cumulative Remedies

All rights and remedies set forth in this Lease of either party to this Lease will be cumulative, except as may otherwise be provided in this Lease.

28.15 Survival of Indemnities

Termination of this Lease will not affect either party's right to enforce any indemnities and representations and warranties given or made to the other party under this Lease or affect any provision of this Lease that expressly states it will survive expiration or termination of the Lease.

28.16 Signs

Tenant will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics on or about the Premises that are visible from the exterior of the Premises without City's prior written consent, which City may withhold, grant, or condition in its sole discretion.

28.17 Relationship of the Parties

City is not, and none of the provisions in this Lease will be deemed to render City, a partner in Tenant's business, or a member in any joint enterprise or venture with Tenant. Neither party may act as the agent of the other party for any purpose under this Lease. This Lease is not

intended, and it will not be construed to create any third-party beneficiary rights in any party, unless otherwise expressly provided.

28.18 Payments to Tenant

Tenant acknowledges that City cannot make any payments to Tenant unless Tenant is qualified as an approved vendor in City's financial and payment system. Therefore, City will not be in default of any monetary obligation to Tenant if City is required to make a payment to Tenant, but Tenant is not an approved vendor with City. More information about being an approved vendor is available at <https://sfcitypartner.sfgov.org/Vendor/BecomeSupplier>.

28.19 Light and Air

No diminution of light, air, or view by any structure that may later be erected (whether or not by City) will entitle Tenant to any reduction of the Base Rent or Additional Charges under this Lease, result in any City liability to Tenant, or in any other way affect this Lease or Tenant's obligations under the Lease.

28.20 No Recording

Tenant may not record this Lease or any memorandum of this Lease in the public records.

28.21 Options Personal

Any right or option to extend the Term or renew this Lease is personal to the original named Tenant and may be exercised only by the original named Tenant while occupying the Premises without the intent of then making an Assignment of this Lease or Subletting of all or any portion of the Premises. No right or option to extend the Term or renew this Lease may be exercised by or assigned, voluntarily or involuntarily, by or to any person or entity other than the original named Tenant. The options, if any, granted to Tenant are not assignable separate and apart from this Lease, and no option may be separated from this Lease in any manner, either by reservation or otherwise.

28.22 Non-Liability of City Officials, Employees, and Agents

No elected or appointed board, commission, member, officer, employee, or other Agent of City will be personally liable to Tenant or its successors and assigns for any City default or breach or for any amount that may become due to Tenant or its successors and assigns, or for any City obligation under this Lease.

28.23 Cooperative Drafting

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

28.24 Counterparts

This Lease may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

28.25 Effective Date

This Lease will be effective on the date that is the latter of the following dates: (a) City's Board of Supervisors and the Mayor, in their sole and absolute discretion, adopt a resolution approving this Lease in accordance with all applicable Legal Requirements and (b) this Lease is duly executed and delivered by the parties.

28.26 Acceptance of Lease by Tenant

This Lease will be null and void unless Tenant accepts it and returns to City two (2) fully executed counterparts of this Lease on or before 5:00 p.m. San Francisco Time on

29. CITY REQUIREMENTS

29.1 Public Transit Information

At its sole expense, Tenant will establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Tenant employed on the Premises, including the distribution of written materials to personnel explaining the convenience and availability of public transportation facilities adjacent or near the Building and encouraging use of them.

29.2 Taxes, Assessments, Licenses, Permit Fees, and Liens

(a) Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on its possessory interest. In addition, if the Term, including any extension options, is thirty-five (35) years or more, then Tenant will be obligated to pay real property transfer tax upon execution of the Lease.

(b) Tenant will pay to the proper authority on or before when due all taxes and assessments of every kind, including, but not limited to, possessory interest taxes lawfully assessed on the leasehold interest created by this Lease or any subleasehold interest in the Premises, real property transfer taxes, real and personal property taxes, general and special assessments, and all license fees, permit fees, and all other governmental charges of any kind or nature whatsoever, and to pay all other taxes, excises, licenses, permit charges, and assessments based on Tenant's use of the Premises or any transfer of a leasehold interest or subleasehold interest in the Premises (including, but not limited to, any transfer of the leasehold interest in the Premises pursuant to this Lease) and imposed by Legal Requirements, whether in effect at the time this Lease is entered into or that become later effective. Without limiting the foregoing, Tenant will pay all real property transfer taxes imposed on any transfer of a leasehold interest or subleasehold interest in the Premises (including but not limited to the transfer of the Premises pursuant to this Lease). Tenant further recognizes and agrees that its leasehold interest may be subject to the payment of special taxes, including without limitation a levy of special taxes to finance energy efficiency, water conservation, water pollution control and similar improvements under the Special Tax Financing Law in Chapter 43 Article X of the Administrative Code.

(c) Tenant will not allow or suffer a lien for any taxes, assessments, or other charges to be imposed on the Premises or on any equipment or property located in the Premises without promptly discharging the lien, provided that Tenant, if it desires, may have reasonable opportunity to contest the legal validity or the amount of any tax, assessment, or similar charge so long as the tax, assessment, or charge does not become a defaulted lien. In the event of any disputed tax, assessment, or similar charge, Tenant will Indemnify City, and their Agents from and against all resulting Claims.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublease, or other transfer of this Lease be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Tenant must provide a copy of this Lease, and any renewals, extensions, Assignment documents, Sublease documents, or any other transfers of the Premises or the Lease (collectively, "Lease Documents") to the County Assessor not later than sixty (60) days after the full execution of the foregoing, and any failure of Tenant to timely provide a copy of this Lease,

and any renewals, extensions, Assignment document, Sublease documents, or any other transfers of the Premises or the Lease to the County Assessor will be a default under this Lease. Tenant will also provide the Lease Documents and any other information that City may request to ensure compliance with this or any other reporting requirement within thirty (30) days after the transaction.

29.3 Non-Discrimination in City Contracts and Benefits Ordinance

(a) **Covenant Not to Discriminate.** In the performance of this Lease, Tenant will not discriminate against any employee, any City employee working with Tenant, or applicant for employment with Tenant, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in the business, social, or other establishments or organizations operated by Tenant, 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 protected classes, or in retaliation for opposition to discrimination against protected classes.

(b) **Subleases and Other Contracts.** Tenant will include in all subleases and other contracts relating to the Premises a non-discrimination clause applicable to such subtenant or other contractor in substantially the form of subsection (a) above. In addition, Tenant will incorporate by reference in all subleases and other contracts the provisions of Sections 131.4-1 of Article 31 the San Francisco Labor and Employment Code ("Article 31") and require all subtenants and other contractors to comply with such provisions. Tenant's failure to comply with the obligations in this Section will constitute a material breach of this Lease.

(c) **Non-Discrimination in Benefits.** Tenant does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for City 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 similar employment benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under the Legal Requirements authorizing that registration, subject to the conditions set forth in Section 131.4-2 of the San Francisco Labor and Employment Code.

(d) **CMD Form.** As a condition to this Lease, Tenant will execute the City's Declaration: Nondiscrimination in Contracts and Benefits form with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division ("CMD"). Tenant represents that before execution of this Lease, (i) Tenant executed and submitted to the CMD the required form with supporting documentation, and (ii) the CMD approved the form.

(e) **Incorporation of Labor and Employment Code Provisions by Reference.** The provisions of Article 131 relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Lease as though fully set forth in this Lease. Tenant will comply fully with and be bound by all of the provisions that apply to this Lease under Article 131, including, but not limited to, the remedies provided in Article 131. Without limiting the foregoing, Tenant understands that under Sections 131.5(d) of the San Francisco Labor and Employment Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Lease may be assessed against Tenant and/or deducted from any payments due Tenant.

29.4 No Relocation Assistance; Release of Claims

Tenant acknowledges that it will not be a displaced person at the time this Lease is terminated or expires by its own terms, and Tenant fully RELEASES AND DISCHARGES forever any and all Claims against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, under any Legal Requirements, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance Legal Requirements (including California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Lease with respect to a Condemnation.

29.5 MacBride Principles—Northern Ireland

The provisions of San Francisco Administrative Code Section 12F are incorporated by this reference and made part of this Lease. By signing this Lease, Tenant confirms that Tenant has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

29.6 Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic

City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Tenant will not provide any items to the construction of Tenant Improvements or the Alterations, or otherwise in the performance of this Lease, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Tenant fails to comply with any of the provisions of Chapter 8 of the San Francisco Environment Code, Tenant will be liable for liquidated damages for each violation in any amount equal to Tenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater. Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment.

29.7 Restrictions on the Use of Pesticides

(a) Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or "**IPM Ordinance**") describes an integrated pest management ("**IPM**") policy to be implemented by all City departments. Tenant may not use or apply or allow the use or application of any pesticides on the Premises or the License Area or contract with any party to provide pest abatement or control services to the Premises or the License Area without first receiving City's written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the Term, (ii) describes the steps Tenant will take to meet City's IPM Policy described in Section 300 of the IPM Ordinance, and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Tenant's primary IPM contact person with City. Tenant will comply, and will require all of Tenant's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Tenant were a City department. Among other matters, the provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on City property, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (iii) impose certain notice

requirements, and (iv) require Tenant to keep certain records and to report to City all pesticide use at the Premises by Tenant's staff or contractors.

(b) If Tenant or Tenant's contractor would apply pesticides to outdoor areas at the Premises, Tenant will first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and the pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

29.8 First Source Hiring Agreement

Chapter 83 of the San Francisco Administrative Code requires that Tenant enter into a first source hiring agreement on or before the Effective Date. Accordingly, Tenant and City are parties to the First Source Agreement attached to this Lease as Exhibit E under San Francisco Administrative Code, Chapter 83 (the "First Source Agreement"). Any default by Tenant under the First Source Agreement will be a default under this Lease.

29.9 Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided that is covered by this Section will be made available to the public on request.

29.10 Conflicts of Interest

Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and California Government Code Section 87100 et seq. and Section 1090 et seq., and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Tenant becomes aware of any violation during the Term, Tenant will immediately notify City.

29.11 Charter Provisions

This Lease is governed by and subject to the provisions of City's Charter.

29.12 Drug-Free Workplace

Tenant acknowledges that under the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal Legal Requirements is prohibited on City premises. Any violation of this prohibition by Tenant, its Agents, or assigns will be a material breach of this Lease.

29.13 Prohibition of Tobacco Sales and Advertising

Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Tenant acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in

Health Code Section 19K.1) is allowed on the Premises and such prohibition must be included in all subleases or other agreements allowing use of the Premises. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

29.14 Prohibition of Alcoholic Beverage Advertising

No advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, “alcoholic beverage” is defined as set forth in California Business and Professions Code Section 23004, and does not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

29.15 Requiring Health Benefits for Covered Employees

(a) Unless exempt, Tenant will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Article 121 of the San Francisco Labor and Employment Code, including the remedies provided, and implementing regulations, as they may be amended from time to time. The provisions of Article 121 are incorporated into this Lease by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Lease have the meanings assigned to those terms in Article 121.

(b) For each Covered Employee, Tenant will provide the appropriate health benefit set forth in Section 121.3 of the HCAO. If Tenant chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

(c) Notwithstanding the above, if the Tenant is a small business as defined in Section 121.3(g) of the HCAO, it will have no obligation to comply with Section 29.15(a) above.

(d) Tenant’s failure to comply with the HCAO will constitute a material breach of this Lease. City may notify Tenant if a breach has occurred. If, within thirty (30) days after receiving City’s written notice of a breach of this Lease for violating the HCAO, Tenant fails to cure the breach or, if the breach cannot reasonably be cured within the thirty (30)-day period, and Tenant fails to commence efforts to cure within that period, or fails diligently to pursue the cure to completion, then City will have the right to pursue the remedies set forth in Section 121.5(f). Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to City.

(e) Any Sublease or Contract entered into by Tenant will require the Subtenant or Contractor and Subcontractors, as applicable, to comply with the requirements of the HCAO and contain contractual obligations substantially the same as those set forth in this Section. Tenant will notify City’s Office of Labor Standards Enforcement (“**OLSE**”) when it enters into a Sublease or Contract and will certify to OLSE that it has notified the Subtenant or Contractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Subtenant or Contractor through written agreement with such Subtenant or Contractor. Tenant will be responsible for ensuring compliance with the HCAO for each Subtenant, Contractor and Subcontractor performing services on the Premises. If any Subtenant, Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in Section 121.5 of the San Francisco Labor and Employment Code

against Tenant based on the Subtenant's, Contractor's, or Subcontractor's failure to comply, provided that OLSE has first provided Tenant with notice and an opportunity to cure the violation.

(f) Tenant may not discharge, reprimand, penalize, reduce in compensation, or otherwise discriminate against any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(g) Tenant 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 HCAO.

(h) Tenant will keep itself informed of the current requirements of the HCAO.

(i) Tenant will provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subtenants, Contractors, and Subcontractors, as applicable.

(j) Tenant will provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.

(k) City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant will cooperate with City when it conducts the audits.

(l) If a Contractor or Subcontractor is exempt from the HCAO because the amount payable to such Contractor or Subcontractor under all of its contracts with City or relating to City-owned property is less than \$25,000 (or \$50,000 for nonprofits) in that fiscal year, but such Contractor or Subcontractor later enters into one or more agreements with City or relating to City-owned property that cause the payments to such Contractor or Subcontractor to equal or exceed \$75,000 in that fiscal year, then all of the Contractor's or Subcontractor's contracts with City and relating to City-owned property shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements to equal or exceed \$75,000 in the fiscal year.

29.16 Notification of Prohibition on Contributions

For the purposes of this Section, a "City Contractor" is a party that contracts with, or seeks to contract with, the City for the sale or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves. Through its execution of this Agreement, Tenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits a City Contractor from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. Tenant 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 \$100,000 or more. Tenant further acknowledges that (i) the prohibition on contributions applies to Tenant, each member of Tenant's board of directors, Tenant's chief executive officer, chief financial officer and chief operating officer, any person with an ownership interest of more than ten percent (10%) in Tenant, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Tenant, and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract.

Additionally, Tenant certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

29.17 Resource-Efficient City Buildings

Tenant acknowledges that City has enacted San Francisco Environment Code Sections 700 to 705 relating to green building requirements for the design, construction, and operation of buildings owned or leased by City. Tenant will comply with all applicable provisions of those code sections.

29.18 Food Service and Packaging Waste Reduction Ordinance

Tenant will comply with and is bound by all of the applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Lease by reference and made a part of this Lease as though fully set forth. Accordingly, Tenant acknowledges that City contractors and lessees may not use Food Service Ware for Prepared Food in City Facilities and while performing under a City contract or lease (1) where the Food Service Ware is made, in whole or in part, from Polystyrene Foam, (2) where the Food Service Ware is not Compostable or Recyclable, or (3) where the Food Service Ware is Compostable and not Fluorinated Chemical Free. The capitalized terms (other than Tenant and City) in the previous sentence are defined in San Francisco Environment Code Section 1602.

29.19 San Francisco Packaged Water Ordinance

Tenant will comply with San Francisco Environment Code Chapter 24 (“Chapter 24”). Tenant may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Lease or on City property unless Tenant obtains a waiver from City’s Department of the Environment. If Tenant violates this requirement, City may exercise all remedies in this Lease and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

29.20 Vending Machines; Nutritional Standards

Tenant may not install or permit any vending machine on the Premises without the prior written consent of the Director of Property. Any permitted vending machine will comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code Section 4.9-1(c), as may be amended from time to time (the “Nutritional Standards Requirements”). Tenant will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the Premises or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section 29.21 will be a material breach of this Lease. Without limiting City’s other rights and remedies under this Lease, City will have the right to require the immediate removal of any vending machine on the Premises that is not permitted or that violates the Nutritional Standards Requirements.

29.21 All-Gender Toilet Facilities

If applicable, City will provide signage and Tenant will comply with San Francisco Administrative Code Section 4.1-3 requiring at least one all-gender toilet facility on each floor of

the Building where extensive renovations are made. An “all-gender toilet facility” means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and “extensive renovations” means any renovation where the construction cost exceeds 50% of the cost of providing the toilet facilities required by Administrative Code Section 4.1-3.

29.22 Reserved

29.23 Tenant’s Compliance with City Business and Tax Regulations Code

Tenant acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Tenant under this Lease is withheld, then City will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

29.24 Stormwater Flood Risk Disclosure

Under Article 51 of the San Francisco Police Code, property owners in San Francisco are required to disclose to transferees and prospective transferees (including tenants and prospective tenants) if the leased premises is susceptible to flooding in a 100-year storm, as shown on the San Francisco Public Utilities Commission’s 100-Year Storm Flood Risk Map. The Premises are at risk for flooding in a 100-year storm. Please see **Exhibit G** to this Lease for additional information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT ACKNOWLEDGES AND AGREES THAT NO CITY OFFICER OR EMPLOYEE HAS AUTHORITY TO COMMIT CITY TO THIS LEASE UNLESS AND UNTIL CITY’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY CITY OBLIGATIONS OR LIABILITIES UNDER THIS LEASE ARE CONTINGENT ON ADOPTION OF A RESOLUTION, AND THIS LEASE WILL BE NULL AND VOID IF CITY’S MAYOR AND THE BOARD OF SUPERVISORS DO NOT APPROVE THIS LEASE, IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THIS LEASE BY ANY CITY DEPARTMENT, COMMISSION, OR AGENCY WILL NOT BE DEEMED TO IMPLY THAT A RESOLUTION WILL BE ENACTED, AND NO APPROVAL WILL CREATE ANY BINDING CITY OBLIGATIONS.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Tenant have executed this Lease as of the date first above written.

TENANT:

BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER, a California nonprofit public benefit corporation

Signed by:
Clarissa Canady
By: _____
Name: Clarissa Canady
Title: BTCSG Board Chair

By: _____
Name: _____
Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
SARAH R. OERTH
Director of Property
San Francisco Board of Supervisors Resolution No. _____

RECOMMENDED:

Department of Children Youth and Their Families

By: _____
Sherrice Dorsey-Smith
Director

Department of Public Health

By: _____
Jenny Louie
Chief Operating Officer

Human Rights Commission

By: _____
Mawuli Tugbenyoh
Director

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Vincent Brown
Deputy City Attorney

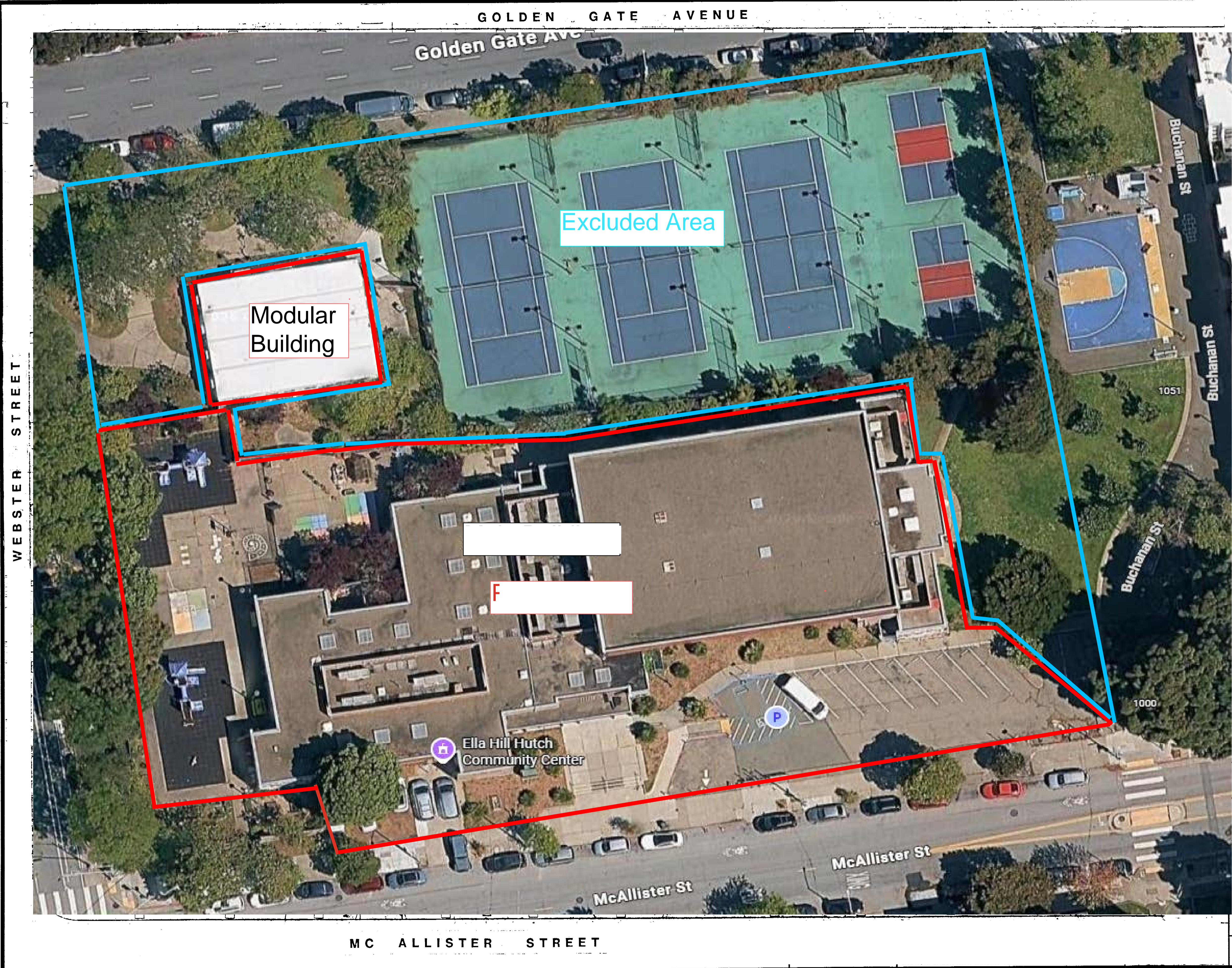
EXHIBIT A-1

FLOOR PLAN(S)

CONSISTING OF 1 PAGE(S)

EXHIBIT A-2

Site Plan



CITY AND COUNTY OF SAN FRANCISCO

ELLA HILL HUTCH RECREATION CENTER REHABILITATION

EXHIBIT A-3

City's FF&E

EXHIBIT A-4

Donated Collective Impact Items

Category 1: Large Appliances; Kitchen Equipment

Essential equipment for food service and facility operations, including but not limited to:

- Refrigerator(s)
- Stove / Range
- Deep Freezer
- Washer
- Dryer
- Additional kitchen and appliance equipment

Category 2: Educational; Programmatic Materials

Supplies and furnishings necessary for the day-to-day operation of an afterschool program, including but not limited to:

- Tables (student/activity)
- Chairs
- Books and reading materials
- Arts and crafts supplies
- Educational games, manipulatives, and learning tools
- Office and classroom furniture (desks, shelving, storage, etc.)

Electronics (computers, tablets, projectors, etc.)

Electronics (computers, tablets, projectors, etc.)

Category 3: Facility Maintenance & Grounds Supplies

Equipment and supplies used to maintain the property and facility grounds, including but not limited to:

- Leaf blower(s)
- Brooms, mops, and janitorial equipment
- Cleaning supplies
- Ladders and hand tools
- Storage bins, carts, and shelving units
- Additional maintenance and grounds equipment

Vehicles:

- 2017 Ford Transit Wagon — License Plate #8JQU377
- 2015 Toyota Sienna LE — License Plate #7NTN874
- 2014 Toyota Sienna — License Plate #7NEA471

EXHIBIT B
LIST OF CITY REPAIRS

1050 McAllister - Ella Hill Hutch Community Center
City Scope of Work for May 2026 (DRAFT)

Interior Scope of Work:

1. **Painting & Finishes**
 - Re-paint interior walls, doors and door frames, excluding gym
2. **Flooring**
 - Install new carpet tiles in all staff office areas
 - Repair/replace damaged floor tiles in main hallways
3. **Carpentry & Doors**
 - Bathroom partitions: replace missing and damaged partitions in all restrooms
 - Gym interior doors (McAllister St side): install new doors; paint, locks/hardware
4. **Ceiling**
 - Ceiling tile and grid replacement; new lights; relocate ducts as needed in the following locations.
 - Main lobby
 - Staff offices
 - Replace missing and damaged ceiling tiles as needed throughout site
5. **Lighting**
 - Replace/repair ceiling fixture lenses as needed
6. **Access Control**
 - Re-key all exterior doors of main facility and on-site modular building

Exterior Scope of Work:

1. **Window and Building Envelope Repairs:**
 - Repairs to upper gym windows, improve weather protection
 - Replace broken windows
2. **Concrete and Hardscape Improvements:**
 - Repair or replacement of deteriorated concrete surfaces in outdoor play area
 - Patching of damaged CMU/concrete wall (Webster St side)
3. **Landscaping**
 - Ivy removal at East Entrance & Rear Gym Exterior
 - Tree and plant pruning as needed
 - Weed and debris removal, re-mulching

EXHIBIT B
LIST OF CITY REPAIRS

1050 McAllister - Ella Hill Hutch Community Center
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 - Install new carpet tiles in all staff office areas
 - Repair/replace damaged floor tiles in main hallways
3. **Carpentry & Doors**
 - Bathroom partitions: replace missing and damaged partitions in all restrooms
 - Gym interior doors (McAllister St side): install new doors; paint, locks/hardware
4. **Ceiling**
 - Ceiling tile and grid replacement; new lights; relocate ducts as needed in the following locations.
 - Main lobby
 - Staff offices
 - Replace missing and damaged ceiling tiles as needed throughout site
5. **Lighting**
 - Replace/repair ceiling fixture lenses as needed
6. **Access Control**
 - Re-key all exterior doors of main facility and on-site modular building

Exterior Scope of Work:

1. **Window and Building Envelope Repairs:**
 - Repairs to upper gym windows, improve weather protection
 - Replace broken windows
2. **Concrete and Hardscape Improvements:**
 - Repair or replacement of deteriorated concrete surfaces in outdoor play area
 - Patching of damaged CMU/concrete wall (Webster St side)
3. **Landscaping**
 - Ivy removal at East Entrance & Rear Gym Exterior
 - Tree and plant pruning as needed
 - Weed and debris removal, re-mulching

4. Fence/Gate Repairs

- Restoration and/or adjustment of pedestrian gates
- Light Pole Base Cover Replacement
- Tennis Court Fence: repair damaged sections, reset fence posts as needed

Additional Items

1. Testing and Inspections

- Inspection and testing of roof, drinking water, fire life safety systems, electrical systems, and plumbing systems

2. HVAC System (RED)

- Evaluation and repair of HVAC system and controls to restore operability

3. Site Clean Up (DPW)

- Move/dispose of all construction debris, rubbish, and excess furniture/items as designated by tenant

EXHIBIT C

City Grant Agreements

1. DCYF Grant (Black Legacy TAY)
2. DCYF Grant (Learn and Succeed)
3. HRC Grant (#DKI-WE01-26-004)
4. HRC Grant (#DKI-WE03-26-002)
5. DPH Contract (Funding Notification #1, Contract # 1000025063)

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

**BOOKER T WASHINGTON COMMUNITY SVCS CTR
CONTRACT ID: 1000032525**

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 9, 2024**, in the City and County of San Francisco, State of California, by and between **BOOKER T WASHINGTON COMMUNITY SVCS CTR** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES** (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows: **All Youth Are Ready For College, Work And Productive Adulthood**; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Black Legacy Builders Teen/TAY**; and

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

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

ARTICLE 1 DEFINITIONS

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

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.

- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or

appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

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

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

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

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

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2024** and expire on **JUNE 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

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

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds

is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Two Million Two Hundred Fifty-Six Thousand Four Hundred (\$2,256,400)**.

Contingent Amount: Up to **Two Hundred Twenty-Five Thousand Six Hundred (\$225,600)** for the period defined in Section 3.2 **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Two Million Four Hundred Eighty-Two Thousand (\$2,482,000)** for the period defined in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, **the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement in Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by the Grant Agreement Administrator.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

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) Reserved. (Grant Terms)

5.5 Advance of Funds. Grantee shall be entitled to an annual advance payment in an amount not to exceed 10% of the Budget Amount for the specific fiscal year as defined in Appendix B. In rare cases, the Agency may approve an advance over the 10% limit based on program needs. Grantee must provide the Agency with a written request for an advance prior to the beginning of the fiscal year in which the advance payment will be made. The Agency shall have the sole discretion of whether to approve an advance payment request and the amount of any payment. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. The Agency shall deduct the entire amount of any advance payment from disbursement due to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance repayment remain outstanding after June 30 of the fiscal year in which the advance was provided.

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

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

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

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

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

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and

other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

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

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

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

ARTICLE 7 TAXES

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

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

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

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation

and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

8.4 Conflict of Interest.

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

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection,

“immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Reserved. (Worker's Compensation)

10.10 Insurance Waiver. Any of the terms or conditions of this Article 10 may be waived by the City's Risk Manager in writing, signed by the Risk Manager, and attached to this Agreement as Appendix F. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this

Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

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

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds.

Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

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

14.3 Consequences of Recharacterization.

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

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

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

**ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS**

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

If to the Department or City: **DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES
1390 MARKET STREET, SUITE 900
SAN FRANCISCO, CA 94102
Attn: BRETT CONNER**

If to Grantee: **BOOKER T WASHINGTON COMMUNITY SVCS CTR
800 PRESIDIO AVENUE
SAN FRANCISCO, CA, 94115
Attn: SHAKIRAH SIMLEY**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

16.3 Reserved.

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

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

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

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person

protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

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

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

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

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

(b) The requirements of Article 142 shall only apply to a Grantee’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

16.21 Compliance with Other Laws.

(a) 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.

(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Insurance Waiver

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

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

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

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

- | | |
|---|--|
| Section 4.3 Ownership of Results. | Article 12 Disclosure of Information and Documents |
| Section 6.4 Financial Statements. | Section 13.4 Grantee Retains Responsibility. |
| Section 6.5 Books and Records. | Section 14.3 Consequences of Recharacterization. |
| Section 6.6 Inspection and Audit. | This Article 17 Miscellaneous |
| Section 6.7 Submitting False Claims; Monetary Penalties | |
| Article 7 Taxes | |
| Article 8 Representations and Warranties | |
| 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.

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing

below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

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

CITY

GRANTEE:

DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES

BOOKER T WASHINGTON COMMUNITY SVCS CTR

DocuSigned by:
Brett Conner for Maria Su
By: _____
9EC47C01BC7E4DE...
Maria Su, Psy.D.
Executive Director

DocuSigned by:
Shakirah Simley
By: _____
DFE374ABE90B4FD...
Shakirah Simley
Executive Director
Federal Tax ID #: 94-1160952
City Supplier Number: 0000024140

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Valerie J. Lopez
By: _____
89BF368A54804A6...
Valerie J. Lopez
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:

(1) paid by Grantee prior to the submission of the applicable Funding Request; ***if advances are approved:*** expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

(2) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(3) operating (as opposed to capital) expenses;

(4) within the scope of the applicable Budget line item;

(5) directly related to activities performed within the physical boundaries of the City and County of San Francisco or activities exclusive to the children and youth of the City and County of San Francisco occurring outside of its physical boundaries as a necessary component of the activity; and

(6) incurred in support of services for children up to 18 years old and Disconnected Transitional-Aged Youth up to and including 24 years old, including:

(a) Affordable child care and early education;

(b) Recreation, cultural and after-school programs, including without limitation, arts programs;

(c) Health services, including prevention, education, and behavioral and mental health services;

(d) Training, employment and job placement;

(e) Youth empowerment and leadership development;

(f) Youth violence prevention programs;

(g) Youth tutoring and educational enrichment programs;

(h) Family and parent support services;

(i) Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts; and

(j) Services responsive to issues of gender, sexual orientation, and gender identification, including, but not limited to, services to address the needs of girls and LGBTQQ communities.

Eligible Expenses may *include*:

- (1) adult and youth staff wages;
- (2) fringe benefits;
- (3) subcontractors;
- (4) materials and supplies;
- (5) program expenses including but not limited to communications, equipment, field trips, food, insurance, occupancy, and transportation; and
- (6) administrative expenses including but not limited to fiscal sponsorship fees.

Eligible Expenses shall specifically *exclude*:

- (1) services provided by the Police Department or other law enforcement agencies, courts, the District Attorney, Public Defender, City Attorney; or the Fire Department; detention or probation services mandated by state or federal law; or public transportation;
- (2) any service that benefits children and Disconnected Transitional-Aged Youth incidentally or as members of a larger population including adults;
- (3) any service for which a fixed or minimum level of expenditure is mandated by state or federal law, to the extent of the fixed or minimum level of expenditure;
- (4) acquisition of any capital item not for primary and direct use by children and Disconnected Transitional-Aged Youth;
- (5) acquisition (other than by lease for a term of ten years or less) of any real property or land, or capital expenditures, or predevelopment or construction costs for housing;
- (6) maintenance, utilities or any similar operating costs of any facility not used primarily and directly by children and Disconnected Transitional-Aged Youth, or of any recreation or park facility (including a zoo), library, hospital, or housing; or
- (7) medical health services, other than prevention, education, and behavioral and mental health support services.

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean SEE WORK PLAN BELOW.

Work Plan

Agency Name: **Booker T. Washington Community Service Center**

Other City Funds:

Contract Number	Contract Title	Department	Term Start Date	Term End Date	Award Amount
1000031968	BTW - BIPOC Equity Program	HOM Homelessness Services	11/01/2023	06/20/2025	\$100,000
1000009455	CHF-GA-BookerT After School Su	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$4,100,382
1000010200	CHF-GA-BookerT Success	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$1,660,115
1000025063	DPH BHS Black African American	DPH Public Health	07/01/2022	06/30/2026	\$6,274,757
1000029840	HSA Community services FY23-27	HSA Human Services Agency	07/01/2023	06/30/2027	\$968,000
1000029834	HSA Neighborhood CS FY23-27	HSA Human Services Agency	07/01/2023	06/30/2027	\$585,200
1000030309	HSA/community centered grocery	HSA Human Services Agency	09/01/2023	06/30/2025	\$1,815,000
1000028949	MYR-177776-22	MYR Mayor	04/01/2023	03/31/2025	\$105,000
1000029374	MYR-195787-22	MYR Mayor	06/01/2023	06/30/2024	\$75,000
1000031293	MYR-196378-22	MYR Mayor	06/01/2023	06/30/2025	\$166,500
1000031340	MYR-203923-23	MYR Mayor	07/01/2023	06/30/2024	\$80,925

DCYF is committed to making sure all of San Francisco’s children and youth, and particularly those who are most vulnerable, are supported by nurturing families and communities, are physically and emotionally healthy, succeeding in school, and ready for college, work, and adulthood. The range of programs DCYF funds, including those supported in this contract, furthers that overarching commitment to San Francisco’s children and youth. These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

Appendix B-1

Program Name: Black Legacy Builders Teen/TAY

Program Description

Our Teen/TAY School Identity Formation & Inclusion Program supports young people aged 14-24 as they discover themselves, grow, and thrive. We organize the program into two groups: Fall /Spring, and Summer sessions. Each session builds upon the previous one, focusing on different important aspects of personal development. We aim to nurture 25 high school students and 25 Transitional Aged Youth annual especially those from the District 5 community, centering the Fillmore/Western Addition, Tenderloin, Hayes Valley, and Lower Haight neighborhoods. We are particularly committed to centering and serving Black-identified youth and their unique experiences.

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> July | <input checked="" type="checkbox"/> October | <input checked="" type="checkbox"/> January | <input checked="" type="checkbox"/> April |
| <input checked="" type="checkbox"/> August | <input checked="" type="checkbox"/> November | <input checked="" type="checkbox"/> February | <input checked="" type="checkbox"/> May |
| <input checked="" type="checkbox"/> September | <input checked="" type="checkbox"/> December | <input checked="" type="checkbox"/> March | <input checked="" type="checkbox"/> June |

Total Number of Weeks in a Year Services Will Be Provided

40

Days in a Typical Week Program Services Will Be Provided

- | | | | |
|--|---|--|-----------------------------------|
| <input type="checkbox"/> Sunday | <input checked="" type="checkbox"/> Tuesday | <input checked="" type="checkbox"/> Thursday | <input type="checkbox"/> Saturday |
| <input checked="" type="checkbox"/> Monday | <input checked="" type="checkbox"/> Wednesday | <input checked="" type="checkbox"/> Friday | |

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	0	15	10

Total Unduplicated Participants: 25

Projected Services

Group Activities

Name: Teen Programing (Year Around)

Activity Description:

Our Teen/TAY School Identity Formation & Inclusion Program supports young people aged 14-24 as they discover themselves, grow, and thrive. We organize the program into two groups: Fall /Spring, and Summer sessions. Each session builds upon the previous one, focusing on different important aspects of personal development. We aim to nurture 25 high school students and 25 Transitional Aged Youth annual especially those from the District 5 community, centering the Fillmore/Western Addition, Tenderloin, Hayes Valley, and Lower Haight neighborhoods. We are particularly committed to centering and serving Black-identified youth and their unique experiences. Our program is open to high-potential youth who may face various challenges, including housing insecurity, exposure to traumatic events or community-based violence, as well as those dealing with negative self-identity and low self-esteem. This includes parenting TAY and TAY in our permanent supportive housing site, as well as those transitioning from the TAY Navigation Center. We don't believe in a one-size-fits-all approach. Instead, we use a tailored evaluation tool to identify each youth's specific needs. Our dedicated staff then works with students to set individual success plans in areas such as; self-awareness, physical and mental health, family and social relationships, communication skills, academics and/or workforce (if enrolled in school), planning for healthy adulthood, and community involvement/engagement. We prioritize registration for high-potential and high-need high school and TAY participants. This includes high school students from public/subsidized housing, those eligible for free or reduced lunch, and low-income families. The program will center on TAY experiencing housing and food insecurity, those exiting the foster care system, those transitioning from homelessness and parenting TAY. BTWCSC will ensure that those who need our support the most have access to our program. Our goal is to help young people explore their interests, build a positive self-identity, and develop resilience through inclusive and culturally enriching activities. This happens through in-person daily programming, hands-on workshops, Black-centered curriculum activities, field trips, and community celebrations. Program Staff: The Program will be led and oversight provided by the BTWCSC Associate Director of Expanded Learning and Enrichment, in conjunction with the Youth Programs Manager, and dedicated Teen/TAY Coordinator and Teen/TAY Specialist. The program will be supported by the BTWCSC Community Resiliency Programs, such as the Wellness and Stabilization Program Manager and Community Wellness Coordinator, our Senior Wellness Program, as well as Black-centered therapeutic providers. Intergenerational Support - Lifting As We Climb Peer Mentors: We will encourage Teens/TAY to operate as a cohort and to learn and share with one another. The program will emphasize peer to peer support and relationship-building. Peer mentors will be inviting, help answer questions, offer encouragement and guidance, and welcome new youth to the community and cohort. Intergenerational Ties: [Activities / Project] The Teen/TAY IFI program operates under BTWCSC's village approach making important connections with the BTWCSC's Senior Wellness Program, forming critical intergenerational bonds that will spark empathy, understanding and support across generations reducing social isolation. Teens/TAY will engage in learning, workshops, cultural activities and trips with members of the BTWCSC Senior Victory Club, one of the oldest Black-centered senior programs in San Francisco. Teens/TAY will

support the needs of the Senior Wellness Program via their fellowship, from completing wellness calls to participating in Black community intergenerational events. The goal of this program is to formulate healthier social skills and meaningful relationships for IFI Teen/TAY across the Black community with older adults; centering young adults who may be disconnected from their blood families or distrustful of authority or feeling alone and on their own. It is also to share older adult community wisdom and lived experiences with racial struggle. Lastly, the TAY who live at BTWCSC/John Burton Housing permanent supportive housing live side by side with seniors and older adults. It's essential for our intergenerational housing environment these groups support one another.

Program Incentives: We value our young adults' time and recognize they do need baseline support to better themselves. BTWCSC will offer stipends and/or incentives to each program participant to incentivize participation and offer critical support given their social and economic circumstances.

Core Program Components for Each Teen/TAY Cohort: Teen/TAY enrolled in our program will continue their road to self-affirmation by uplifting positive self-identity, self-determination, and resilience. This transformative process is facilitated through a range of activities, including in-person programming, hands-on wellness and behavioral workshops, a Black-centered cultural education, enriching field trips, intergenerational partnerships, and engaging community cultural celebrations/learning. For all programs, BTWCSC will especially center the needs for psychological safety and an inclusive "third space" for Black-identifying youth. BTWCSC believes that our young adults have the freedom to learn - they deserve the truth, and deserve to know the full truth about themselves and their rich history. At BTWCSC, the key to youth freedom (and to the world) is a racially inclusive and just education. The program is free year-round and operates at no cost to teens, TAY or their families. BTWCSC young adults enrolled in this program have access to the full scope of BTWCSC services, from food security support, mental health and wellness services to housing stabilization.

Healthy Adulthood: Fostering independence - develop core skills to promote stable and well-adjusted adulthood by focusing on mental and physical well-being, individual goal-setting, and developing healthy coping strategies. Empowers informed decision-making in health, relationships, and personal development. Integrates core skills to promote inclusive and judgment-free family and financial planning. Develop hard and soft skills around effective time and energy management. Provide positive examples and access to intergenerational relationships with trust-worthy, consistent older Black adults.

Culture Immersion and Affirmative Identity: Celebrates Black cultures across the Diaspora, fostering inclusion, belonging and cultural pride. Engages participants in cultural activities, such as festivals, workshops, storytelling sessions, and a national intergenerational cultural trip (outside of San Francisco) to delve into Black cultural life, civil rights and history. Encourages exploration of personal cultural heritage and appreciation for diverse peer backgrounds and ages.

Building Foundations: Equips teens and transitional-age youth with skills for self-reliant adulthood and academic/workplace success. Establishes essential academic, employment and life skill foundations. Offering tutoring, study skills workshops, career readiness programs, and mental health awareness and support. Provides a safe, supportive environment to set and achieve

academic, career, and self-identity goal Family Support and Stabilization Recognizing that family well-being is paramount, our program extends support beyond the teens themselves. BTWCSC provides comprehensive assistance to families within our program, including rental support, food vouchers, temporary housing, one-on-one therapy sessions, and relocation aid, ensuring they have the resources needed for success and stability. Nutrition Meals: A distinctive aspect of our program is its focus on nutrition. We collaborate with local Black chefs to prepare culturally relevant and nutritious daily meals using locally sourced ingredients from BIPOC farmers for all the participants in our program. Transitional Plan at BTWCSC: Our Transitional Plan at the Booker T. Washington Community Service Center is designed to support our teens through key academic transitions. We guide 8th graders as they step into high school and provide comprehensive assistance for 12th graders preparing for college. From early orientation to mentorship, academic support, and college application guidance, we ensure a smooth journey through these crucial milestones, empowering our youth for a successful future. Vendors 2024-25: Booker T. Washington Community Service Center is seeking to collaborate with subcontractors and vendors for the 2024-25 period, contingent upon securing additional funding for the grant cycle. Below is the list of potential vendors along with their proposed budgets: 1. Play Well Engineering - \$0 2. Psychtesting SF - \$0 3. Clifton - \$0 4. Dev Missson - \$0 5. Jack and Ron - \$ 6. Daniel Drakes - \$0 7. 100% College Prep - \$0 8. SF Achievers - \$0 9. Westside Services - Ajani Project - \$0 10. African American Shakespeare Company - \$0 11. Jonathan Anyaogu - \$0 12. Lindamood Bell Learning Processes - \$0 13. SF Park and Rec - \$0 14. Community Music Center - \$0 15. Community Grows - \$0 16. Oceans Afterschool: Marine Biology - \$0 17. Pulse Check 101 - \$0 18. City Surf - \$0 19. Stormy Harris - \$0 20. Volo Sports - \$0 21. Erica Gibbons - \$0 22. Roxanne Rose - \$0 23. Ashley Griffin - \$0 24. Museum of the African Diaspora -\$0 25. Black Panther Foundation -\$0 26. SFBATCO-\$0 27. African Art and Culture Center -\$0 28. Florence Fang Community farm-\$0 29. Earthseed Farm-\$0 30. Tuskegee University-\$0 31. The Civil Rights Journey -\$0 32.Little Mission Studio-\$0

Name: Transitional Age Youth (Tays) Programing - Year round

Activity Description: Our Teen/TAY School Identity Formation & Inclusion Program supports young people aged 14-24 as they discover themselves, grow, and thrive. We organize the program into two groups: Fall /Spring, and Summer sessions. Each session builds upon the previous one, focusing on different important aspects of personal development. We aim to nurture 25 high school students and 25 Transitional Aged Youth annual especially those from the District 5 community, centering the Fillmore/Western Addition, Tenderloin, Hayes Valley, and Lower Haight neighborhoods. We are particularly committed to centering and serving Black-identified youth and their unique experiences. Our program is open to high-potential youth who may face various challenges, including housing insecurity, exposure to traumatic events or community-based violence, as well as those dealing with negative self-identity and low self-esteem. This includes parenting TAY and TAY in our permanent supportive housing site, as well as those transitioning from the TAY Navigation Center. We don't believe in a one-size-fits-all approach. Instead, we use a tailored evaluation tool to identify each youth's specific

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our program will continue their road to self-affirmation by uplifting positive self-identity, self-determination, and resilience. This transformative process is facilitated through a range of activities, including in-person programming, hands-on wellness and behavioral workshops, a Black-centered cultural education, enriching field trips, intergenerational partnerships, and engaging community cultural celebrations/learning. For all programs, BTWCSC will especially center the needs for psychological safety and an inclusive “third space” for Black-identifying youth. BTWCSC believes that our young adults have the freedom to learn - they deserve the truth, and deserve to know the full truth about themselves and their rich history. At BTWCSC, the key to youth freedom (and to the world) is a racially inclusive and just education. The program is free year-round and operates at no cost to teens, TAY or their families. BTWCSC young adults enrolled in this program have access to the full scope of BTWCSC services, from food security support, mental health and wellness services to housing stabilization.

Healthy Adulthood: Fostering independence - develop core skills to promote stable and well-adjusted adulthood by focusing on mental and physical well-being, individual goal-setting, and developing healthy coping strategies. Empowers informed decision-making in health, relationships, and personal development. Integrates core skills to promote inclusive and judgment-free family and financial planning. Develop hard and soft skills around effective time and energy management. Provide positive examples and access to intergenerational relationships with trust-worthy, consistent older Black adults.

Culture Immersion and Affirmative Identity: Celebrates Black cultures across the Diaspora, fostering inclusion, belonging and cultural pride. Engages participants in cultural activities, such as festivals, workshops, storytelling sessions, and a national intergenerational cultural trip (outside of San Francisco) to delve into Black cultural life, civil rights and history. Encourages exploration of personal cultural heritage and appreciation for diverse peer backgrounds and ages.

Building Foundations: Equips teens and transitional-age youth with skills for self-reliant adulthood and academic/workplace success. Establishes essential academic, employment and life skill foundations. Offering tutoring, study skills workshops, career readiness programs, and mental health awareness and support. Provides a safe, supportive environment to set and achieve academic, career, and self-identity goal.

Family Support and Stabilization Recognizing that family well-being is paramount, our program extends support beyond the teens themselves. BTWCSC provides comprehensive assistance to families within our program, including rental support, food vouchers, temporary housing, one-on-one therapy sessions, and relocation aid, ensuring they have the resources needed for success and stability.

Nutrition Meals: A distinctive aspect of our program is its focus on nutrition. We collaborate with local Black chefs to prepare culturally relevant and nutritious daily meals using locally sourced ingredients from BIPOC farmers for all the participants in our program.

Transitional Plan at BTWCSC: Our Transitional Plan at the Booker T. Washington Community Service Center is designed to support our teens through key academic transitions. We guide 8th graders as they step into high school and provide comprehensive assistance for 12th graders preparing for college. From early orientation to mentorship, academic support, and college application guidance, we ensure a smooth journey through these crucial milestones, empowering our youth for

a successful future. Vendors 2024-25: Booker T. Washington Community Service Center is seeking to collaborate with subcontractors and vendors for the 2024-25 period, contingent upon securing additional funding for the grant cycle. Below is the list of potential vendors along with their proposed budgets: 1. Play Well Engineering - \$0 2. Psychtesting SF - \$0 3. Clifton - \$0 4. Dev Missson - \$0 5. Jack and Ron - \$ 6. Daniel Drakes - \$0 7. 100% College Prep - \$0 8. SF Achievers - \$0 9. Westside Services - Ajani Project - \$0 10. African American Shakespeare Company - \$0 11. Jonathan Anyaogu - \$0 12. Lindamood Bell Learning Processes - \$0 13. SF Park and Rec - \$0 14. Community Music Center - \$0 15. Community Grows - \$0 16. Oceans Afterschool: Marine Biology - \$0 17. Pulse Check 101 - \$0 18. City Surf - \$0 19. Stormy Harris - \$0 20. Volo Sports - \$0 21. Erica Gibbons - \$0 22. Roxanne Rose - \$0 23. Ashley Griffin - \$0 24. Museum of the African Diaspora -\$0 25. Black Panther Foundation -\$0 26. SFBATCO-\$0 27. African Art and Culture Center -\$0 28. Florence Fang Community farm-\$0 29. Earthseed Farm-\$0 30. Tuskegee University-\$0 31. The Civil Rights Journey -\$0 32.Little Mission Studio-\$0

Activities Without Personal Information

Name: Community Events
 Booker T. Washington Community Service Center (BTWCSC) hosts various events throughout the year, both on-site and off-site, catering to over 1000 attendees. Some of these events include Harvest Fest, Winter Fest, Teen Summit, Teen events, transitional age youth events, and Juneteenth celebrations. Additionally, we organize workshops for parents, teens, and transitional age youth. Collaborating with other non-profit organizations, we extend our reach to the San Francisco Western Addition community with events such as Halloween, Easter, end-of-year school parties, the Black and White Ball, and college tours.

Activity Description:

Budget

Fiscal Year	Budget Amount
2024/25	\$425,000
2025/26	\$437,800
2026/27	\$450,900
2027/28	\$464,400
2028/29	\$478,300
TOTAL	\$2,256,400

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

Contractor Name: Westside Community Services AJANI Project
Contractor Address: 800 Presidio Ave, San Francisco, CA, 94115
Activity Description: Therapeutic emotional support services

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program’s projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Sense of Personal Identity	Percent of surveyed participants who report a stronger sense of belonging to a community and/or increased comfort with their own personal identity as a result of the program.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF’s Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix C--Form of Funding Request

Grantee is to use the Contract Management System (CMS) for the purpose of requesting Funds (invoicing). CMS is accessible online at <https://www.contracts.dcyf.org>.

Appendix D--Interests In Other City Contracts

SEE APPENDIX B FOR WORK PLAN'S SECTION "OTHER CITY FUNDS"

Appendix E--Permitted Subgrantees

SEE APPENDIX B FOR WORK PLAN'S SECTION "SUBCONTRACTORS"

Appendix F – Insurance Waiver

NONE

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

BOOKER T WASHINGTON COMMUNITY SVCS CTR
CONTRACT ID: 1000032524

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 29, 2024**, in the City and County of San Francisco, State of California, by and between **BOOKER T WASHINGTON COMMUNITY SVCS CTR** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES** (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows: **All Children And Youth Are Ready To Learn And Succeed In School**; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Black Legacy Builders Middle School**; and **Freedom Academy Afterschool and Summer Program**; and

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

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

ARTICLE 1 DEFINITIONS

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

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.

- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

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

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or

appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

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

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

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

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

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

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

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2024** and expire on **JUNE 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

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

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds

is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

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

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

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

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

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Three Million Three Hundred Eighteen Thousand Seven Hundred Dollars (\$3,318,700)**.

Contingent Amount: Up to **Three Hundred Thirty-One Thousand Nine Hundred Dollars (\$331,900)** for the period defined in Section 3.2 **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Three Million Six Hundred Fifty Thousand Six Hundred Dollars (\$3,650,600)** for the period defined in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, **the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement in Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by the Grant Agreement Administrator.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

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) Reserved. (Grant Terms)

5.5 Advance of Funds. Grantee shall be entitled to an annual advance payment in an amount not to exceed 10% of the Budget Amount for the specific fiscal year as defined in Appendix B. In rare cases, the Agency may approve an advance over the 10% limit based on program needs. Grantee must provide the Agency with a written request for an advance prior to the beginning of the fiscal year in which the advance payment will be made. The Agency shall have the sole discretion of whether to approve an advance payment request and the amount of any payment. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. The Agency shall deduct the entire amount of any advance payment from disbursement due to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance repayment remain outstanding after June 30 of the fiscal year in which the advance was provided.

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

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

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

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

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

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with

Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

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

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

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

ARTICLE 7 TAXES

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

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

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

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or

other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

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

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

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

8.4 Conflict of Interest.

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

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

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

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

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

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

ARTICLE 10 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Reserved. (Worker's Compensation)

10.10 Insurance Waiver. Any of the terms or conditions of this Article 10 may be waived by the City's Risk Manager in writing, signed by the Risk Manager, and attached to this Agreement as Appendix F. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or

whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In

addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be

addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

If to the Department or City: **DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES
1390 MARKET STREET, SUITE 900
SAN FRANCISCO, CA 94102
Attn: BRETT CONNER**

If to Grantee: **BOOKER T WASHINGTON COMMUNITY SVCS CTR
800 PRESIDIO AVENUE
SAN FRANCISCO, CA, 94115
Attn: SHAKIRAH SIMLEY**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

16.3 Reserved.

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a

controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

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

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

16.8. Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

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

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or

attempting to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

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

Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, 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 Article 142.

(b) The requirements of Article 142 shall only apply to a Grantee’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

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

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

16.21 Compliance with Other Laws.

(a) 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.

(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

ARTICLE 17 MISCELLANEOUS

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

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

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

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

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

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Insurance Waiver

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

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

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

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

- | | |
|---|--|
| Section 4.3 Ownership of Results. | Article 12 Disclosure of Information and Documents |
| Section 6.4 Financial Statements. | Section 13.4 Grantee Retains Responsibility. |
| Section 6.5 Books and Records. | Section 14.3 Consequences of Recharacterization. |
| Section 6.6 Inspection and Audit. | This Article 17 Miscellaneous |
| Section 6.7 Submitting False Claims; Monetary Penalties | |
| Article 7 Taxes | |
| Article 8 Representations and Warranties | |
| 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.

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

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

CITY

GRANTEE:

DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES

BOOKER T WASHINGTON COMMUNITY SVCS CTR

By: DocuSigned by:
Brett Conner for Maria Su
9EC47C01BC7E4DE...
Maria Su, Psy.D.
Executive Director

By: DocuSigned by:
Shakirah Simley
DFE374ABE90D4FD...
Shakirah Simley
Executive Director
Federal Tax ID #: 94-1160952
City Supplier Number: 0000024140

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Mary Kamikihara
B0537502D8EC420...
Mary Kamikihara
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:

(1) paid by Grantee prior to the submission of the applicable Funding Request; ***if advances are approved:*** expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

(2) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(3) operating (as opposed to capital) expenses;

(4) within the scope of the applicable Budget line item;

(5) directly related to activities performed within the physical boundaries of the City and County of San Francisco or activities exclusive to the children and youth of the City and County of San Francisco occurring outside of its physical boundaries as a necessary component of the activity; and

(6) incurred in support of services for children up to 18 years old and Disconnected Transitional-Aged Youth up to and including 24 years old, including:

(a) Affordable child care and early education;

(b) Recreation, cultural and after-school programs, including without limitation, arts programs;

(c) Health services, including prevention, education, and behavioral and mental health services;

(d) Training, employment and job placement;

(e) Youth empowerment and leadership development;

(f) Youth violence prevention programs;

(g) Youth tutoring and educational enrichment programs;

(h) Family and parent support services;

(i) Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts; and

(j) Services responsive to issues of gender, sexual orientation, and gender identification, including, but not limited to, services to address the needs of girls and LGBTQQ communities.

Eligible Expenses may *include*:

- (1) adult and youth staff wages;
- (2) fringe benefits;
- (3) subcontractors;
- (4) materials and supplies;
- (5) program expenses including but not limited to communications, equipment, field trips, food, insurance, occupancy, and transportation; and
- (6) administrative expenses including but not limited to fiscal sponsorship fees.

Eligible Expenses shall specifically *exclude*:

- (1) services provided by the Police Department or other law enforcement agencies, courts, the District Attorney, Public Defender, City Attorney; or the Fire Department; detention or probation services mandated by state or federal law; or public transportation;
- (2) any service that benefits children and Disconnected Transitional-Aged Youth incidentally or as members of a larger population including adults;
- (3) any service for which a fixed or minimum level of expenditure is mandated by state or federal law, to the extent of the fixed or minimum level of expenditure;
- (4) acquisition of any capital item not for primary and direct use by children and Disconnected Transitional-Aged Youth;
- (5) acquisition (other than by lease for a term of ten years or less) of any real property or land, or capital expenditures, or predevelopment or construction costs for housing;
- (6) maintenance, utilities or any similar operating costs of any facility not used primarily and directly by children and Disconnected Transitional-Aged Youth, or of any recreation or park facility (including a zoo), library, hospital, or housing; or
- (7) medical health services, other than prevention, education, and behavioral and mental health support services.

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean SEE WORK PLAN BELOW.

Work Plan

Agency Name: **Booker T. Washington Community Service Center**

Other City Funds:

Contract Number	Contract Title	Department	Term Start Date	Term End Date	Award Amount
1000031968	BTW - BIPOC Equity Program	HOM Homelessness Services	11/01/2023	06/20/2025	\$100,000
1000009455	CHF-GA-BookerT After School Su	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$4,100,382
1000010200	CHF-GA-BookerT Success	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$1,660,115
1000025063	DPH BHS Black African American	DPH Public Health	07/01/2022	06/30/2026	\$6,274,757
1000029840	HSA Community services FY23-27	HSA Human Services Agency	07/01/2023	06/30/2027	\$968,000
1000029834	HSA Neighborhood CS FY23-27	HSA Human Services Agency	07/01/2023	06/30/2027	\$585,200
1000030309	HSA/community centered grocery	HSA Human Services Agency	09/01/2023	06/30/2025	\$1,815,000
1000028949	MYR-177776-22	MYR Mayor	04/01/2023	03/31/2025	\$105,000
1000029374	MYR-195787-22	MYR Mayor	06/01/2023	06/30/2024	\$75,000
1000031293	MYR-196378-22	MYR Mayor	06/01/2023	06/30/2025	\$166,500
1000031340	MYR-203923-23	MYR Mayor	07/01/2023	06/30/2024	\$80,925

DCYF is committed to making sure all of San Francisco’s children and youth, and particularly those who are most vulnerable, are supported by nurturing families and communities, are physically and emotionally healthy, succeeding in school, and ready for college, work, and adulthood. The range of programs DCYF funds, including those supported in this contract, furthers that overarching commitment to San Francisco’s children and youth. These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

Appendix B-1

Program Name: **Black Legacy Builders Middle School**

Program Description

The Middle School Identity Formation & Inclusion program is organized into two distinct cohorts: School Year and Summer Session. Our curriculum is thoughtfully structured to progressively build upon foundational concepts, focusing on key aspects that support personal growth and development. Each session accommodates 15-25 middle school students, ranging in age from 10 to 14 years old

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> July | <input checked="" type="checkbox"/> October | <input checked="" type="checkbox"/> January | <input checked="" type="checkbox"/> April |
| <input checked="" type="checkbox"/> August | <input checked="" type="checkbox"/> November | <input checked="" type="checkbox"/> February | <input checked="" type="checkbox"/> May |
| <input checked="" type="checkbox"/> September | <input checked="" type="checkbox"/> December | <input checked="" type="checkbox"/> March | <input checked="" type="checkbox"/> June |

Total Number of Weeks in a Year Services Will Be Provided

40

Days in a Typical Week Program Services Will Be Provided

- | | | | |
|--|---|--|-----------------------------------|
| <input type="checkbox"/> Sunday | <input checked="" type="checkbox"/> Tuesday | <input checked="" type="checkbox"/> Thursday | <input type="checkbox"/> Saturday |
| <input checked="" type="checkbox"/> Monday | <input checked="" type="checkbox"/> Wednesday | <input checked="" type="checkbox"/> Friday | |

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	2	23	0	0

Total Unduplicated Participants: 25

Projected Services

Group Activities

Name: BTWCSC Building Black Legacy (BLB)-Afterschool Programming

Activity Description: BTWCSC Black Legacy Builders (BLB) - Afterschool Programming
 The Middle School Identity Formation & Inclusion program is organized into two distinct cohorts: School Year and Summer Session. Our curriculum is thoughtfully structured to

progressively build upon foundational concepts, focusing on key aspects that support personal growth and development. Each session accommodates 15-25 middle school students, ranging in age from 10 to 14 years old. BTWCSC collaborates closely with San Francisco's local public middle schools and public/affordable housing sites within the District 5 community, specifically targeting students from the Fillmore/Western Addition, Tenderloin, Hayes Valley, and Lower Haight neighborhoods as well as families who have experienced displacement from their native neighborhoods. Our program is inclusive and serves all, targeting Black-identified youth, especially those who face housing insecurity, have been exposed to traumatic events or community-based violence, and those grappling with negative self-identity and low self-esteem. While this program targets Black youth, no one who otherwise qualifies will be turned away due to their race or ethnicity. To assess the unique needs of each student, BTWCSC employs a tailored evaluation tool. Staff members work closely with students to establish individual goals in the following areas: 1. Self-awareness, identity and positive self-esteem, 2. Promoting healthy family and social relationships, self-care and communication 3. Cultural enrichment, grounding in classroom and Black studies and enterprise 4. Fostering community connections and cultural celebrations and learning

Priority Registration Criteria: To ensure equitable access, we offer priority registration to meet the needs of our most vulnerable communities. Our program is inclusive and serves all while targeting Black-identified youth. We serve middle-schoolers who also meet specific criteria, including neighborhood affiliation residency in public housing, those youth who are housing insecure, eligibility for free-reduced lunch programs, recipients of financial assistance, and those from low-income and extremely low-income families. Middle schoolers enrolled in our program embark on a journey of self-discovery, cultivating positive self-identity, self-determination, and resilience. This transformative process is facilitated through a range of activities, including daily in-person programming, hands-on workshops, a Black-centered curriculum, enriching field trips, and engaging community cultural celebrations/learning. BTWCSC will especially center the needs for psychological safety and an inclusive "third space" for youths, including those that are Black-identifying. BTWCSC believes that our children have the freedom to learn - they deserve the truth, and deserve to know the full truth about themselves and their rich history. At BTWCSC, the key to youth freedom (and to the world) is a racially inclusive and just education. The program is free year-round and operates at no cost to youth or families. BTWCSC youth enrolled in this program have access to the full scope of BTWCSC services, from food security support to housing stabilization.

Program Hours: The program runs a minimum of four days a week during the academic year, from 2 p.m. to 6 p.m. During the summer months, it operates for eight weeks, Monday through Friday, between 9 a.m. and 6 p.m., for a minimum of four hours each day. Occasional night and weekend events, field trips, and overnight activities are also integrated into the program.

Program Staff: The Program will be led and oversight provided by the BTWCSC Associate Director of Expanded Learning and Enrichment, in conjunction with the Youth Programs Manager, Youth Coordinator and Middle School Specialist. The program will be supported by the BTWCSC Community Resiliency Programs, such as the Wellness and Stabilization Program Manager and Community Wellness Coordinator, as well as Black-centered therapeutic providers.

Number of Students: For the program, we will operate year round, during the school year and summer totaling 25- 30 participants annually. Our goal is to increase student enrollment and retention and program staff and capacity over 5 years to strengthen and grow the program.

Program Activities: Activities include an affirmative Black centered curriculum which will include but not be limited to: blend of peer conversations, facilitated discussions, workshops, project-based community lessons, cultural field trips, wellness groups, one-on-one counseling, and intergenerational activities.

Core Learning and Cultural Enrichment Components: Identity Exploration: Through digital media and arts, we guide middle school participants in exploring their racial identity, challenging stereotypes, code-

switching, and raising awareness of critical social issues. This journey includes discussions on Black historical and contemporary cultural contexts, deconstruction of negative media imagery, and the creation of empowering self-narratives using mediums such as podcasting, photovoice, or visual arts projects. Cultural Pride and Understanding: Building on identity exploration, youth celebrate and deepen their understanding of Black and BIPOC cultures, fostering a sense of pride and insight into specifically navigating the world as Black youth and as people of color. Spaces are created for youth to explore cultural food, music, art, and intergenerational mentorship, promoting cultural traditions and storytelling. Culturally relevant events foster an appreciation of both personal and peers' cultures, strengthening relationships among participants and their peers. Healthy Behaviors and Social Connection: Recognizing the need for healthy boundaries and relationships, our program offers workshops, curriculum, and one-on-one counseling to address the unique challenges faced by middle school youth. We also extend these services to caregivers and guardians and work collaboratively with families, recognizing that support for the entire family unit is essential. SF and Local Pride: Empowers youth to love themselves and their city through civic engagement, college and career exploration, connections to local businesses, and inspiring guest speaker sessions. Students discover their potential and develop skills to drive positive transformation in their communities, emphasizing the significant role that youth play in shaping brighter Black futures. Holistic Child Development: SEL is woven into our curriculum, incorporated in lesson plans, age-appropriate activities and discussions. We work closely with various community partners, including the Westside Community Services AJANI Project, to support the well-rounded development of children. Our program places a strong emphasis on nurturing children's social and emotional growth. We achieve this through weekly group sessions split by gender identity and one-on-one interactions. These sessions are designed to help children develop important life skills and emotional intelligence, which in turn foster qualities like resilience and self-confidence. To ensure that every child feels valued and supported, we prioritize character-building activities. We also follow trauma-informed practices to make certain that children from diverse backgrounds receive the care and understanding they need. This approach underscores our commitment to the comprehensive development of all the children in our program. Nutrition: Nutrition is a key focus for us, and we take a multi-faceted approach to ensure the well-being of our community. We partner with local Black chefs who provide meals five days a week, ensuring that each meal consists of protein, vegetables, and a carbohydrate. This balanced approach not only promotes healthy eating but also celebrates the rich culinary heritage of our community. In addition to these chef-prepared meals, we offer healthy cooking classes hosted by local community leaders twice a week for our students in our program. These classes empower our students with the practical skills needed to prepare their own nutritious meals, fostering self-sufficiency and a lifelong commitment to healthy eating. Moreover, we arrange visits to local farms like Earthseed to provide our students with a deeper understanding of food sources. These farm-to-table experiences allow our students to learn about where their food comes from, fostering a connection to the source and a deeper appreciation for the journey of their meals from the farm to their table. Family Well-Being and Stabilization: At BTWCSC Summer Camp, we understand that family well-being is at the core of a thriving community. We provide a range of services that go beyond the children and extend support to the entire family. Access to Nutritious Meals: We believe that access to nutritious meals is essential for a family's health. To ensure this, we offer grocery vouchers and hot culturally familiar meals. This assistance not only helps alleviate food insecurity but also encourages and promotes healthy eating habits. Friday Food Market: As an additional support, families in our program have access to our Friday food market. During these market days, families receive two full bags of food, which they can fill with an assortment of fresh vegetables, fruits, seasonal specialty items and eggs and grains. This initiative not only ensures that families have access to fresh and

healthy produce but also fosters a sense of community and togetherness as families come together to select their preferred items. **Temporary Housing and Rental Support:** We acknowledge the challenges that many families face in securing stable housing. During times of crisis or transition, we partner with local housing organizations to provide options for temporary lodging. This ensures that families have a safe and stable place to stay when facing challenging circumstances. Additionally, we offer rental support to assist families in maintaining safe and affordable homes, reducing the burden of housing-related stress. **Mental Health Support:** The well-being of the family also includes emotional and mental health. Our program offers one-on-one therapy sessions and can connect families with local mental health services to provide specialized support tailored to their unique emotional and mental health needs. **Family Mediation and Strengthening Relationships:** Challenges and conflicts are a natural part of family life. When they arise, we offer family mediation services facilitated by our in-house Black therapist. This ensures open and productive communication within the family unit. **The Booker T. Washington Community Service Center - Middle School Identity Formation & Inclusion Program** is deeply rooted in Black culture and heritage, offering an enriching experience for all participants. Engaging in activities such as digital media projects and artistic expression, participants explore their racial identity, challenge stereotypes, and embrace their individual narratives. Thought-provoking discussions on Black history and contemporary issues empower them with confidence and pride as they navigate the world. Through these activities, participants have the opportunity to deepen their understanding of themselves, their community, and the world around them. **Black Heritage & Cultural Humility:** Our after-school program is rooted in social justice, civic engagement, and appreciation for Black historical and cultural perspectives. We understand the importance of cultural relevance and guided by weekly themes and progressively detailed lesson plans, provide a positive environment for growth. **Physical Activity:** We are committed to promoting physical activity as an integral part of our program. To achieve this, we work with community partners like Volo Sports to provide a diverse array of sports and games suitable for all children, including those with disabilities. Additionally, we ensure that each day includes 30 minutes of dedicated physical activity as an essential component of our lessons. This approach not only encourages physical health, but also contributes to overall well-being and development. **Intergenerational Programming:** BTWCSC connects our youth to our elders and opportunities for intergenerational engagement. We offer multi-generational events, storytelling/digital media and field trips between elders and K-8th youth. **Community-Centered Outreach and Recruitment:** Our outreach and recruitment approach is designed to be community-centered and accessible to our target population in San Francisco's Western Addition/Fillmore neighborhood. We establish connections through local housing sites, school partnerships, and priority registration criteria, ensuring that our services are tailored to meet specific needs. **Academic, Cultural Sensitivity, and Character-Building Enrichment:** Our program is committed to providing students with the essential support to excel in school and develop into well-rounded individuals through mentorship, guidance and culturally affirming support. **Academic Excellence:** BTWCSC educators create structured, enrichment programs to close the achievement gap of our youth by ensuring that our students are meeting SFUSD core requirements. Students are required to do their schoolwork and complete homework assignments before engaged in program activities. We assess our students ability and gaps, and work with the student, family and school teachers to directly meet their needs and create a success plan. We also work with skilled tutors from the University of San Francisco 3x a week to provide group and individual tutoring and homework assistance. We build students' confidence and foster a genuine love for learning. **Heritage and Cultural:** At BTWCSC we center and celebrate our Black heritage and are in solidarity with the diverse backgrounds and experiences of all that attend our programs. This cultural education is an integral part of our daily lesson plans and program goals to embrace and respect it. Our overarching goal is to help

students not only learn about the world but also feel comfortable in their own skin. We firmly believe that fostering a profound sense of belonging and respect for all is not only a fundamental value but also essential in today's society. **Character Development through Diverse Activities:** We firmly believe that education encompasses more than just academics; it's about shaping individuals of strong character. In our program, we place a significant emphasis on instilling essential life skills like kindness, resilience, critical thinking, and teamwork through a wide range of diverse activities. From team-building exercises and problem-solving challenges to community service projects and creative arts, our aim is to nurture well-rounded individuals who can confidently navigate life's challenges. These activities are not just about fun; they are carefully selected to provide practical experiences that encourage personal growth and development. **Real-World Relevance:** Our commitment to applying education to real life is something we carry out with our 6-8th grade students in mind. Through interactive activities like fun experiments, creative projects, and engaging field trips, we ensure our students see how what they learn in the classroom directly connects to the real world. We believe that learning is most meaningful when it's practical and enjoyable. We also organize special guest visits from professionals, giving our students a chance to meet and learn from experts in various fields. These interactions not only inspire our students but also help them understand the relevance of their studies to future careers. **Problem-solving** is another key focus. We encourage our students to work on real-world challenges, like designing community improvement projects or creating their own small businesses. These activities boost critical thinking and teach them how to find solutions - valuable skills they'll carry with them through their academic journey and beyond. **Transitions to Middle and High School:** We prepare rising 6th graders for middle school by offering academic enrichment to bridge the gap, including boosting tutoring and helping them adjust to increased expectations. To set them up for success, we work with SFUSD African American Achievement & Leadership Initiative to guide students toward schools that are a good fit with their identity and needs. We offer middle school orientations, connecting 5th graders with older peer mentors who provide guidance and share their experiences. Social-emotional workshops, therapy and family wellness activities help students build resilience, coping skills and develop positive peer and family relationships. **High School Readiness:** Our focus during the transition to high school is on preparing 8th graders for the academic challenges and increased independence they'll encounter. We offer workshops on college prep, study skills, time and energy management, and goal setting to equip them with the tools they need to excel in high school. **Orientation Programs:** We collaborate with local high schools to organize orientation sessions, campus tours, and meetings with high school counselors. This introduction helps students become familiar with their new school environment, making the transition less daunting. **Course Selection Support:** We assist students in choosing the appropriate courses and extracurricular activities that align with their interests and future career goals. This guidance ensures they are on the right track for graduation and post-secondary success. **College and Career Exploration:** BTWCSC introduces 8th graders to college and career opportunities through workshops, guest speakers, and field trips. This exposure helps them set long-term goals and understand the significance of their high school education. **Peer Mentoring:** We pair 8th graders with older students (9th or 10th grade) who can provide guidance on high school life, academics, and extracurricular involvement. This mentorship fosters a sense of support and camaraderie. **Family Engagement:** We also believe in involving parents and caregivers in this transition process. We host parent orientations, informational sessions where parents can learn about high school requirements, graduation pathways, and how to support their child during this significant transition. We also provide financial support for college applications and fees, family mediation sessions during times of stress and conflict, as well as parenting classes centering Black culture. **Inclusive Environment and Accommodations:** We prioritize creating an inclusive environment and make reasonable accommodations for participants with disabilities to ensure

they can access our program. When needed, we work with families to identify alternative resources that better meet specific needs.

Name: BTWCSC Building Black Legacy (BLB)-Summer Camp Programming

Activity Description: BTWCSC Building Black Legacy (BLB)-Summer Camp Programming
 Preventing Summer Learning Loss Through Reading and Math: Summer learning loss is a common challenge, and we're determined to prevent it, especially in the crucial areas of reading and math. In our Summer Camp, we've designed an engaging and comprehensive program to tackle this issue head-on. 1. Daily Reading Adventures: We ensure that every camper spends at least 1 hour daily immersed in short stories, poems, books, and age-appropriate reading activities. We assess each student's reading ability and track their progress through the summer. 2. Literacy Enrichment Workshops: Our campers participate in fun and interactive literacy workshops that focus on various aspects of reading. From vocabulary-building games to creative writing sessions, we offer a wide range of activities that cater to different interests and skill levels. 3. Storytelling and Creative Writing: We believe in nurturing the storytellers of tomorrow. Our campers engage in creative writing exercises, storytelling sessions, and even create their own stories. We also pair these activities with practicing public speaking in front of their peers. This not only enhances their writing skills but also sparks their imagination. 4. Guest Authors and Storytellers: We bring in guest authors and storytellers, in partnership with the SFPL and SFHRC Everybody Reads, to inspire our campers. Youth also receive free books that reflect their racial and cultural experiences. Meeting real authors and listening to their experiences adds depth to the reading experience. 5. Reading Challenges and Rewards: To keep the motivation high, we organize reading challenges paired with incentives. Campers set personal reading goals, and when they achieve them, they receive recognition and incentives, creating a sense of accomplishment and pride. 6. Fun Math Learning: We understand that math is another area where summer learning loss can occur. To address this, we offer engaging and interactive math sessions that make math fun and accessible. Campers enjoy math activities and games that help them build and strengthen their skills. Real-World Relevance in Summer Camp: Our Summer Camp is all about bridging the gap between classroom learning and real-life experiences for our K-12th grade students. We're dedicated to ensuring that what they learn is not just theoretical but practical, relevant, and enjoyable. 1. Hands-On Science Experiments: We believe that science should be experienced, not just read about. Our students dive into hands-on science experiments that captivate their imagination and help them understand scientific concepts in a fun and interactive way. From erupting volcanoes to exploring the secrets of the natural world. 2. Creative Art Projects: Our youth engage in a variety of creative projects, from arts and crafts to building innovative structures. These projects encourage them to think outside the box, develop problem-solving skills, and appreciate the power of creativity. 3. Field Trips: We organize 1-2x week field trips that take our students to the movies, museums, parks, cultural institutions, and local landmarks to get our youth out and about in San Francisco and beyond. 4. Meet the Experts: We're committed to providing our students with the opportunity to meet professionals in various fields. Guest visits from experts, organized in collaboration with local organizations, allow our students to learn from those who have excelled in their careers. These interactions inspire our campers and help them connect their studies to future career possibilities.

Activities Without Personal Information

Name: Community Events
 Booker T. Washington Community Service Center (BTWCSC) hosts various events throughout the year, both on-site and off-site, catering to over 1000 attendees. Some of these events include Harvest Fest, Winter Fest, Teen Summit, Teen events, transitional age youth events, and Juneteenth celebrations. Additionally, we organize workshops for parents, teens, and transitional age youth. Collaborating with other non-profit organizations, we extend our reach to the San Francisco Western Addition community with events such as Halloween, Easter, end-of-year school parties, the Black and White Ball, and college tours.

Activity Description:

Budget

Fiscal Year	Budget Amount
2024/25	\$225,000
2025/26	\$231,800
2026/27	\$238,800
2027/28	\$246,000
2028/29	\$253,400
TOTAL	\$1,195,000

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

None

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program’s projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Sense of Personal Identity	Percent of surveyed participants who report a stronger sense of belonging to a community and/or increased comfort with their own personal identity as a result of the program.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF’s Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-2

Program Name: Freedom Academy Afterschool and Summer Program

Program Description

The BTWCSC Freedom Academy offers year-round programming, including both the school year and summer sessions, designed to cater to various age groups: Kindergarten to 1st grade, 2nd to 3rd grade, 4th to 5th grade, and 6th to 8th grade. Our curriculum is thoughtfully structured to progressively build upon foundational concepts, focusing on key aspects that support personal growth and development. Each grade level accommodates up to 15 to 20 students, ranging in age from 5 to 14 years old.

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> July | <input checked="" type="checkbox"/> October | <input checked="" type="checkbox"/> January | <input checked="" type="checkbox"/> April |
| <input checked="" type="checkbox"/> August | <input checked="" type="checkbox"/> November | <input checked="" type="checkbox"/> February | <input checked="" type="checkbox"/> May |
| <input checked="" type="checkbox"/> September | <input checked="" type="checkbox"/> December | <input checked="" type="checkbox"/> March | <input checked="" type="checkbox"/> June |

Total Number of Weeks in a Year Services Will Be Provided

45

Days in a Typical Week Program Services Will Be Provided

- | | | | |
|--|---|--|-----------------------------------|
| <input type="checkbox"/> Sunday | <input checked="" type="checkbox"/> Tuesday | <input checked="" type="checkbox"/> Thursday | <input type="checkbox"/> Saturday |
| <input checked="" type="checkbox"/> Monday | <input checked="" type="checkbox"/> Wednesday | <input checked="" type="checkbox"/> Friday | |

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	50	15	0	0

Total Unduplicated Participants: 65

Projected Services

Group Activities

Name:	Freedom Academy Afterschool
Activity Description:	Freedom Academy Afterschool The BTWCSC Freedom Academy offers year-round programming, including both the school year and summer

sessions, designed to cater to various age groups: Kindergarten to 1st grade, 2nd to 3rd grade, 4th to 5th grade, and 6th to 8th grade. Our curriculum is thoughtfully structured to progressively build upon foundational concepts, focusing on key aspects that support personal growth and development. Each grade level accommodates up to 15 to 20 students, ranging in age from 5 to 14 years old. BTWCSC works in close collaboration with local SFUSD K-8th schools, underrepresented/underserved students and families in charter schools, and public/affordable housing sites in San Francisco's District 5 community. We specifically target students from neighborhoods such as Fillmore/Western Addition, Tenderloin, Hayes Valley, and Lower Haight, as well as families who have experienced displacement from their native areas and/or housing insecurity. Our program also attracts youth and families. Our program is committed to justice, equity and inclusivity, and supports all, with an emphasis on supporting Black-identified youth. We aim to support those facing housing insecurity, those who have been exposed to traumatic events or community-based violence, and those struggling with negative self-identity and low self-esteem. To better understand the unique needs of each student, BTWCSC utilizes a tailored evaluation tool. Our dedicated staff members work closely with students to establish individual goals in the following areas: 1. Self-awareness, identity, and the promotion of positive self-esteem. 2. Fostering healthy family and social relationships, emphasizing self-care and effective communication. 3. Providing cultural enrichment and grounding through classroom activities and Black studies. 4. Cultivating community connections, celebrating diverse cultures, and fostering a love of learning through cultural events and activities. Priority Registration Criteria: To ensure equitable access, we offer priority registration to meet the needs of our most vulnerable communities. Our program is inclusive and serves all, while targeting Black-identified youth. We serve youth who also meet specific criteria, including neighborhood affiliation residency in public housing, those youth who are housing insecure, eligibility for free-reduced lunch programs, recipients of social benefit programs and general assistance, and those from low-income and extremely low-income families. At the BTWCSC Freedom Academy, K-8th-grade youth enrolled in our program embark on a transformative journey of self-discovery, fostering positive self-identity, self-determination, and resilience. We facilitate this profound process through a variety of activities, including daily in-person programming, hands-on workshops, a Black-centered curriculum, enriching field trips, and engaging community cultural celebrations and learning experiences. Our commitment extends to creating a psychologically safe and inclusive "third space" specifically designed for youths, including Black-identifying youth. We firmly believe that our children not only deserve the freedom to learn but also deserve the unvarnished truth about themselves and their rich history. At BTWCSC, we consider a racially inclusive and just education as the key to youth empowerment and a better world. In addition, our program is offered year-round and operates at no cost to youth or their families. At BTWCSC, we go beyond education, ensuring that our enrolled youth have access to a comprehensive range of services, including food security support and housing stabilization. Furthermore, we emphasize the importance of preparing students for success in school, recognizing that this foundation is

essential for their educational journey. Program Hours: The program runs a minimum of four days a week during the academic year, from 2pm to 6pm. During the summer months, it operates for a maximum of eight weeks, Monday through Friday, between 9am and 6pm, for a minimum of four hours each day. Occasional night and weekend events, field trips, and overnight activities are also integrated into the program. Program Staff: The Program will be led and overseen by the: BTWCSC Associate Director of Expanded Learning and Enrichment K-TAY Youth Programs Manager Dedicated Youth Coordinators for K-8th and Teen/TAY FTE Youth Specialists and PTE Youth Classroom Aides. The program will be supported by the BTWCSC Community Resiliency Programs, such as the Wellness and Stabilization Program Manager and Community Wellness Coordinator, as well as a Black-centered therapeutic provider. Number of Students: For the program, we will operate year-round, during the school year and summer totaling up to 75 participants annually. Our goal is to increase student enrollment and retention and program staff and capacity over 5 years to strengthen and grow the program. Currently, our physical space can only safely and meaningfully hold a certain number of participants, given our other existing programs. Our goal over the next 5 years is to seek additional program space and other location/s to allow for the expansion of our K-TAY programs and roster. Holistic Child Development: Social Emotional Learning (SEL) is woven into our curriculum, incorporated in lesson plans, age-appropriate activities and discussions. We work closely with various community partners, including the Westside Community Services AJANI Project, to support the well-rounded development of children. Our program places a strong emphasis on nurturing children's social and emotional growth. We achieve this through weekly group sessions split by gender identity and one-on-one interactions. These sessions are designed to help children develop important life skills and emotional intelligence, which in turn foster qualities like resilience and self-confidence. To ensure that every child feels valued and supported, we prioritize character-building activities. We also follow trauma-informed practices to make certain that children from diverse backgrounds receive the care and understanding they need. This approach underscores our commitment to the comprehensive development of all the children in our program. Nutrition: Nutrition is a key focus for us, and we take a multi-faceted approach to ensure the well-being of our community. We partner with local Black chefs who provide meals five days a week, ensuring that each meal consists of protein, vegetables, and a carbohydrate. This balanced approach not only promotes healthy eating but also celebrates the rich culinary heritage of our community. In addition to these chef-prepared meals, we offer healthy cooking classes hosted by local community leaders twice a week for our students in our program. These classes empower our students with the practical skills needed to prepare their own nutritious meals, fostering self-sufficiency and a lifelong commitment to healthy eating. Moreover, we arrange visits to local farms like Florence Fang and Earthseed to provide our students with a deeper understanding of food sources. These farm-to-table experiences allow our students to learn about where their food comes from, fostering a connection to the source and a deeper appreciation for the journey of their meals from the farm to their table. Family Well-Being and Stabilization: We understand that family well-

being is at the core of a thriving community. We provide a range of services that go beyond the children and extend support to the entire family. Access to Nutritious Meals and Fresh Good Good: We believe that access to nutritious meals is essential for a family's health. To ensure this, we offer grocery vouchers and hot culturally familiar meals. This assistance not only helps alleviate food insecurity but also encourages and promotes healthy eating habits. As an additional support, families in our program have access to our food market. During these market days, families receive two full bags of food, which they can fill with an assortment of fresh vegetables, fruits, seasonal specialty items and eggs and grains. This initiative not only ensures that families have access to fresh and healthy produce but also fosters a sense of community and togetherness as families come together to select their preferred items. Temporary Housing and Rental Support: We acknowledge the challenges that many families face in securing stable housing. During times of crisis or transition, we partner with local housing organizations to provide options for temporary lodging. This ensures that families have a safe and stable place to stay when facing challenging circumstances. Additionally, we offer rental support to assist families in maintaining safe and affordable homes, reducing the burden of housing-related stress. Mental Health Support: The well-being of the family also includes emotional and mental health. Our program offers one-on-one therapy sessions and can connect families with local mental health services to provide specialized support tailored to their unique emotional and mental health needs. Family Mediation and Strengthening Relationships: Challenges and conflicts are a natural part of family life. When they arise, we offer family mediation services facilitated by our in-house Black therapist. This ensures open and productive communication within the family unit. Booker T. Washington Community Service Center - Freedom Academy Afterschool and Summer Program is deeply rooted in Black culture and heritage, offering an enriching experience for all participants. Engaging in activities such as digital media projects and artistic expression, participants explore their racial identity, challenge stereotypes, and embrace their individual narratives. Thought-provoking discussions on Black history and contemporary issues empower them with confidence and pride as they navigate the world. Through these activities, participants have the opportunity to deepen their understanding of themselves, their community, and the world around them. Black Heritage & Cultural Humility: Our after-school program is rooted in social justice, civic engagement, and appreciation for Black historical and cultural perspectives. We understand the importance of cultural relevance and guided by weekly themes and progressively detailed lesson plans, provide a positive environment for growth. Physical Activity: We are committed to promoting physical activity as an integral part of our program. To achieve this, we work with community partners like Volo Sports to provide a diverse array of sports and games suitable for all children, including those with disabilities. Additionally, we ensure that each day includes 30 minutes of dedicated physical activity as an essential component of our lessons. This approach not only encourages physical health, but also contributes to overall well-being and development. Intergenerational Programming: BTWCSC connects our youth to our elders and opportunities for intergenerational engagement. We offer multi-

generational events, storytelling/digital media and field trips between elders and K-8th youth. Community-Centered Outreach and Recruitment: Our outreach and recruitment approach is designed to be community-centered and accessible to our target population in San Francisco's Western Addition/Fillmore neighborhood. We establish connections through local housing sites, school partnerships, and priority registration criteria, ensuring that our services are tailored to meet specific needs. Academic, Cultural Sensitivity, and Character-Building Enrichment: Our program is committed to providing students with the essential support to excel in school and develop into well-rounded individuals through mentorship, guidance and culturally affirming support. Academic Excellence: BTWCSC educators create structured, enrichment programs to close the achievement gap of our youth by ensuring that our students are meeting SFUSD core requirements. Students are required to do their schoolwork and complete homework assignments before engaged in program activities. We assess our students' ability and gaps, and work with the student, family and school teachers to directly meet their needs and create a success plan. We also work with skilled tutors from the University of San Francisco 3x a week to provide group and individual tutoring and homework assistance. We build students' confidence and foster a genuine love for learning. Heritage and Cultural Education: At BTWCSC we center and celebrate our Black heritage and are in solidarity with the diverse backgrounds and experiences of all that attend our programs. This cultural education is an integral part of our daily lesson plans and program goals to embrace and respect it. Our overarching goal is to help students not only learn about the world but also feel comfortable in their own skin. We firmly believe that fostering a profound sense of belonging and respect for all is not only a fundamental value but also essential in today's society. Character Development through Diverse Activities: We firmly believe that education encompasses more than just academics; it's about shaping individuals of strong character. In our program, we place a significant emphasis on instilling essential life skills like kindness, resilience, critical thinking, and teamwork through a wide range of diverse activities. From team-building exercises and problem-solving challenges to community service projects and creative arts, our aim is to nurture well-rounded individuals who can confidently navigate life's challenges. These activities are not just about fun; they are carefully selected to provide practical experiences that encourage personal growth and development. Real-World Relevance: Our commitment to applying education to real life is something we carry out with our K-8th grade students in mind. Through interactive activities like fun experiments, creative projects, and engaging field trips, we ensure our students see how what they learn in the classroom directly connects to the real world. We believe that learning is most meaningful when it's practical and enjoyable. We also organize special guest visits from professionals, giving our students a chance to meet and learn from experts in various fields. These interactions not only inspire our students but also help them understand the relevance of their studies to future careers. Problem-solving is another key focus. We encourage our students to work on real-world challenges, like designing community improvement projects or creating their own small businesses. These activities boost critical thinking and teach them how to find solutions

- valuable skills they'll carry with them through their academic journey and beyond. Transitions to Middle and High School: We prepare rising 6th graders for middle school by offering academic enrichment to bridge the gap, including boosting tutoring and helping them adjust to increased expectations. To set them up for success, we work with SFUSD African American Achievement & Leadership Initiative to guide students toward schools that are a good fit with their identity and needs. We offer middle school orientations, connecting 5th graders with older peer mentors who provide guidance and share their experiences. Social-emotional workshops, therapy and family wellness activities help students build resilience, coping skills and develop positive peer and family relationships. Mentorship: To ease the anxiety and uncertainties associated with these transitions, we connect 5th graders with mentors who are in 6th grade or higher. These mentors share their experiences, offer guidance, and serve as a source of support during the adjustment period. Family Engagement: We also believe in involving parents and caregivers in this transition process. We host parent orientations, informational sessions where parents can learn about school requirements, pathways, and how to support their child during significant transition. We also provide financial support for applications and fees, family mediation sessions during times of stress and conflict, as well as parenting classes centering Black culture. Inclusive Environment and Accommodations: We prioritize creating an inclusive environment and make reasonable accommodations for participants with disabilities to ensure they can access our program. When needed, we work with families to identify alternative resources that better meet specific needs.

Name:

Freedom Academy Summer Camp
 Freedom Academy Summer Camp Preventing Summer Learning Loss Through Reading and Math: Summer learning loss is a common challenge, and we're determined to prevent it, especially in the crucial areas of reading and math. In our Summer Camp, we've designed an engaging and comprehensive program to tackle this issue head-on. 1. Daily Reading Adventures: We ensure that every camper spends at least 1 hour daily immersed in short stories, poems, books, and age-appropriate reading activities. We assess each student's reading ability and track their progress through the summer. 2. Literacy Enrichment Workshops: Our campers participate in fun and interactive literacy workshops that focus on various aspects of reading. From vocabulary-building games to creative writing sessions, we offer a wide range of activities that cater to different interests and skill levels. 3. Storytelling and Creative Writing: We believe in nurturing the storytellers of tomorrow. Our campers engage in creative writing exercises, storytelling sessions, and even create their own stories. We also pair these activities with practicing public speaking in front of their peers. This not only enhances their writing skills but also sparks their imagination. 4. Guest Authors and Storytellers: We bring in guest authors and storytellers, in partnership with the SFPL and SFHRC Everybody Reads, to inspire our campers. Youth also receive free books that reflect their racial and cultural experiences. Meeting real authors and listening to their experiences adds depth to the reading experience. 5. Reading Challenges and Rewards: To keep the motivation high, we organize reading

Activity Description:

challenges paired with incentives. Campers set personal reading goals, and when they achieve them, they receive recognition and incentives, creating a sense of accomplishment and pride. 6. Fun Math Learning: We understand that math is another area where summer learning loss can occur. To address this, we offer engaging and interactive math sessions that make math fun and accessible. Campers enjoy math activities and games that help them build and strengthen their skills. Real-World Relevance in Summer Camp: Our Summer Camp is all about bridging the gap between classroom learning and real-life experiences for our K-12th grade students. We're dedicated to ensuring that what they learn is not just theoretical but practical, relevant, and enjoyable. 1. Hands-On Science Experiments: We believe that science should be experienced, not just read about. Our students dive into hands-on science experiments that captivate their imagination and help them understand scientific concepts in a fun and interactive way. From erupting volcanoes to exploring the secrets of the natural world. 2. Creative Art Projects: Our youth engage in a variety of creative projects, from arts and crafts to building innovative structures. These projects encourage them to think outside the box, develop problem-solving skills, and appreciate the power of creativity. 3. Field Trips: We organize 1-2x week field trips that take our students to the movies, museums, parks, cultural institutions, and local landmarks to get our youth out and about in San Francisco and beyond. 4. Meet the Experts: We're committed to providing our students with the opportunity to meet professionals in various fields. Guest visits from experts, organized in collaboration with local organizations, allow our students to learn from those who have excelled in their careers. These interactions inspire our campers and help them connect their studies to future career possibilities.

Activities Without Personal Information

Name: Community Events
Booker T. Washington Community Service Center (BTWCSC) hosts various events throughout the year, both on-site and off-site, catering to over 1000 attendees. Some of these events include Harvest Fest, Winter Fest, Teen Summit, Teen events, transitional age youth events, and Juneteenth celebrations. Additionally, we organize workshops for parents, teens, and transitional age youth. Collaborating with other non-profit organizations, we extend our reach to the San Francisco Western Addition community with events such as Halloween, Easter, end-of-year school parties, the Black and White Ball, and college tours.

Activity Description:

Budget

Fiscal Year	Budget Amount
2024/25	\$400,000
2025/26	\$412,000
2026/27	\$424,400
2027/28	\$437,100
2028/29	\$450,200
TOTAL	\$2,123,700

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

None

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program’s projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program’s projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF’s Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix C--Form of Funding Request

Grantee is to use the Contract Management System (CMS) for the purpose of requesting Funds (invoicing). CMS is accessible online at <https://www.contracts.dcyf.org>.

Appendix D--Interests In Other City Contracts

SEE APPENDIX B FOR WORK PLAN'S SECTION "OTHER CITY FUNDS"

Appendix E--Permitted Subgrantees

SEE APPENDIX B FOR WORK PLAN'S SECTION "SUBCONTRACTORS"

Appendix F – Insurance Waiver

NONE

GRANT AGREEMENT

Between

CITY AND COUNTY OF SAN FRANCISCO

and

BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER

DKI-WE01-26-004

This Grant Agreement (“Agreement”) is made as of **APRIL 1, 2026**, in the City and County of San Francisco, State of California, by and between **BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO (“City”), acting by and through **HUMAN RIGHTS COMMISSION** (“Department”).

Recitals

WHEREAS, Grantee has applied to the Department for an RFP 100 Youth Development & Education grant to fund the matters set forth in a grant plan; and summarized briefly as follows: Implement Grantee’s Freedom School program, providing year-round support, enrichment, and learning opportunities that prepare young people to learn and succeed in school and beyond; and

WHEREAS, grants awarded by City or Department are governed by San Francisco Administrative Code Chapter 21G, unless otherwise stated herein; and

WHEREAS, the Grant was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through **Human Rights Commission Request for Proposals (RFP) 100, Youth Development & Education program**, issued on **March 21, 2025**, in which City selected Grantee because it was a top-ranked proposal pursuant to the RFP; and

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

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

Article 1 Definitions

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

1.1.1 “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.

1.1.2 “Application Documents” shall mean collectively: (a) the grant application and proposal submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (b) all documents, correspondence and other written materials submitted

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

1.1.3 “Budget” shall mean the budget attached hereto as part of Appendix B (“Definition of Grant Plan and Budget”).

1.1.4 “Charter” shall mean the Charter of City.

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

1.1.6 “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

1.1.7 “Controller” shall mean the Controller of City.

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

1.1.9 “Eligible Expenses” shall have the meaning set forth in Appendix A (“Definition of Eligible Expenses”).

1.1.10 “Event of Default” shall have the meaning set forth in Section 11.1 (“Event of Default”).

1.1.11 **Reserved (Fiscal Sponsor).**

1.1.12 “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

1.1.13 “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

1.1.14 “Funding Request” shall have the meaning set forth in Section 5.3.1.

1.1.15 “Grant” shall mean this Agreement.

1.1.16 “Grant Funds” shall mean all funds allocated or disbursed to Grantee under this Agreement.

1.1.17 “Grant Plan” shall have the meaning set forth in Appendix B (“Definition of Grant Plan and Budget”).

1.1.18 “Indemnified Parties” shall mean: (a) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (b) City’s elected

officials, directors, officers, employees, agents, successors and assigns; and (c) all persons or entities acting on behalf of any of the foregoing.

1.1.19 “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.

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

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

1.3 **References to this Agreement.** References to this Agreement include: (a) all appendices, exhibits, schedules, attachments hereto; (b) all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) all amendments, modifications or supplements hereto made in accordance with Section 17.2 (“Modification”). 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.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any

time exceed the amount certified for the purpose and period stated in such advance authorization.

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

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

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

Article 3 Term

3.1 Duration of Term. The term of this Agreement shall commence on **APRIL 1, 2026** and expire on **MARCH 31, 2028**, unless earlier terminated as otherwise provided herein.

3.2 Authorization to Commence Work. Grantee shall not, and shall not cause its subcontractors or subgrantees, to begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Article 4 Implementation of Grant Plan

4.1 **Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement. 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 **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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

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

4.5 Publications and Work Product.

4.5.1 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.

4.5.2 Without limiting the obligations of Grantee set forth in subsection 4.5.1 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. City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and City shall have no liability or responsibility for any such contents. City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

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

4.6 **Reserved (Fiscal Sponsor Fund Restrictions).**

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 **EIGHT HUNDRED AND FIFTY THOUSAND Dollars (\$850,000.00)**.

5.2 **Use of Grant Funds.**

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

5.2.2 **Advanced Payments.** The Grantee is eligible to request an advance payment. Requests must be made in writing to the HRC with justification for the advance. All advances must comply with the Controller’s Accounting Policies and Procedures and the HRC’s approved advance policy. The terms of the advance payment will include but not be limited to amount and disbursement, use of funds, repayment schedule, compliance and documentation plan, monitoring and accountability plan.

(a) **Use of funds.** Advanced payments may not be provided to any other entity or be used for any other purpose other than as described in the Grant Plan and Budget.

(b) **Unused funds.** All advanced funds that are not used in their entirety by the end of the grant term or by the end of the fiscal year, whichever is earlier, must be returned to City promptly.

(c) **Default.** If Grantee does not submit receipts or proof of payment, or other documentation demonstrating the use of advance funds for Eligible Expenses, such occurrence will be considered an Event of Default, and City may seek any remedies in Section 11.2.

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

5.3.1 Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15 (“Notices and Other Communications”), a document (a “Funding Request”) substantially in the form attached as Appendix C (“Form of Funding Request”). All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than 30 days after the end of each month, except for the last Funding Request of the fiscal year which must be submitted within 15 days before the end of July. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

5.4 **Reserved (State or Federal Funds).**

5.5 **Reserved (Payment of Prevailing Wages).**

Article 6 Reporting Requirements; Audits; Penalties for False Claims

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

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

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

6.2 **Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of its legal status described in Section 8.1 (“Organization; Authorization”).

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

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

sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

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

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

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

6.8 Grantee’s Board of Directors. If Grantee is a nonprofit, it 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. Grantee’s board of directors shall exercise such oversight responsibility over this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

Article 7 Taxes

7.1 **Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, 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:

7.2.1 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.

7.2.2 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.

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

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

Article 8 Representations and Warranties

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

8.1 **Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly 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 15.1 ("Requirements"). All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

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

8.4 Conflict of Interest.

8.4.1 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 City if it becomes aware of any such fact during the term of this Agreement.

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

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

8.6 Subcontracts. Except as may be permitted under Section 13.3 ("Subcontracting"), 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 Funds. Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Chapter 28.

8.7.1 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.

8.8 Good Standing. If applicable, Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this 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 ("Taxes"); 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 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 ("Indemnification"): (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 TOTAL 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 ("Indemnification and General Liability"), Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

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

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

10.1.3 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.

10.1.4 Reserved (Professional Liability Insurance).

10.1.5 Reserved (Directors and Officers Insurance).

10.1.6 Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

10.2.1 Name as additional insured City and County of San Francisco, its officers, agents and employees.

10.2.2 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 provide at least thirty (30) days advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. If 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. If 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 including evidence of additional insured endorsements, from 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, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall include City and County of San Francisco, its officers, agents, and employees and the Grantee, and/or Fiscal Sponsor as additional insureds.

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

Article 11 Events of Default and Remedies

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

11.1.1 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.

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

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

11.1.4 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.

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

11.1.6 Voluntary Insolvency. Grantee (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

11.1.7 Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, a) 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, (b) 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 (c) 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:

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

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

11.2.3 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.

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

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

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

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

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

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

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

Article 12 Disclosure of Information and Documents

12.1 Protection of Data and Information.

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

12.1.2 **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, City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 21G of the Administrative Code, or debar the Grantee.

12.2 **Sunshine Ordinance.** Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

12.3 **Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit

and loss figures) for the activities and/or projects contemplated by this Grant (“Project”) and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

Article 13 Assignment 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 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 (“Permitted Subgrantees”) lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

13.3.1 Limitations. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

13.3.2 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 (“Inspection and Audit”).

Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

Article 14 Independent Contractor Status

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

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

14.3 Consequences of Recharacterization.

14.3.1 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.

14.3.2 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).

14.3.3 A determination of employment status pursuant to either Section 14.3.1 or Section 14.3.2 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

Article 15 Notices and Other Communications

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

If to the Department or City: HUMAN RIGHTS COMMISSION
25 VAN NESS AVENUE, SUITE 800
San Francisco, CA 94102
Attn: MAWULI TUGBENYOH
Date: _____

If to Grantee: BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER
800 PRESIDIO AVE.
San Francisco, CA 94115
Attn: SHAKIRAH SIMLEY
Date: _____

Any notice of default or data or security breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party at least (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

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

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

Article 16 Compliance

16.1 Governmental Conduct Related Contractual Obligations.

16.1.1 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, no funds appropriated by City 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 (a) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (b) 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 City or its designee to ensure compliance with this section. In the event Grantee violates the provisions of this section, City may, in addition to any other rights or remedies available hereunder, (a) terminate this Agreement and any other agreements between Grantee and City, (b) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (c) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.2 Employment Related Contractual Obligations.

16.2.1 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

16.2.2 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee chooses to offer

the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

16.2.5 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.

16.2.6 Nondiscrimination Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

16.3 Environmental Related Contractual Obligations.

16.3.1 Distribution of Beverages and Water.

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

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

16.3.2 Wood Products.

(a) **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.

(b) **Reserved (Preservative-treated Wood Containing Arsenic).**

16.3.3 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all 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.

16.3.4 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.

16.4 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for City to terminate and/or not renew the Agreement, partially or in its entirety.

16.5 Compliance with Laws Requiring Access for People with Disabilities.

16.5.1 Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to people with disabilities. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Grantee shall not discriminate against people with disabilities in connection with all or any portion of the Grant Plan and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

16.5.2 Web and Mobile Content Accessibility. Grantee shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications (28 C.F.R. Part 35). Grantee shall ensure that all information content and technology required by this Agreement that is posted on a public website or available through a mobile application fully conforms to 28 C.F.R. Part 35.

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

Article 17 Miscellaneous

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and

shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

17.3 **Reserved.**

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 and Budget
- Appendix C, Form of Funding Request
- Appendix D, Grantee's Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix G, Confidentiality and Privacy of Participant Information

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:

4.3	Ownership of Results		10.4	Required Post-Expiration Coverage
6.4	Financial Statements		Article 9	Indemnification and General Liability
6.5	Books and Records		Article 12	Disclosure of Information and Documents
6.6	Inspection and Audit		13.4	Grantee Retains Responsibility
6.7	Submitting False Claims; Monetary Penalties		14.3	Consequences of Recharacterization
Article 7	Taxes		Article 17	Miscellaneous
Article 8	Representations and Warranties			

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

17.12 Reserved (Dispute Resolution Procedure).

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

17.14 Acquisition and Disposition of Nonexpendable Property. At the termination or expiration of the Agreement, City reserves the right to take title and possession of any nonexpendable property that is acquired by Grantee using funds provided under this Agreement, which costs more than \$1,000.00 (one thousand dollars) and has a useful life that exceeds one year. Grantee has the right to use and possess such property during the term of the Agreement, and shall be solely responsible for the use and maintenance of such property

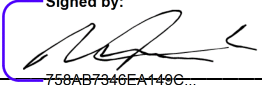
and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer, or encumber such property without City's prior written consent. At City's election, City may reallocate such property to other third parties upon the termination or expiration of the Agreement.

17.15 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 they have read and understood this section.

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

CITY

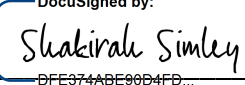
HUMAN RIGHTS COMMISSION

Signed by:
By: 
758AD7346EA149C...
MAWULI TUGBENYOH
EXECUTIVE DIRECTOR

Date: 4/15/2026

GRANTEE:

BOOKER T. WASHINGTON COMMUNITY
SERVICE CENTER

DocuSigned by:
By: 
DFE374ABE90D4FD...
SHAKIRAH SIMLEY
EXECUTIVE DIRECTOR

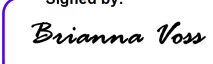
Date: 4/15/2026

Approved as to Form:

David Chiu
City Attorney

Federal Tax ID#: 94-1160952

City Supplier Number: 44140

Signed by:
By: 
366C9337BDC6494...
BRIANNA E. VOSS
Deputy City Attorney

Date: 4/15/2026

Appendix A - Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable funding request *or, if advances are permitted*: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of grant funds pursuant to the funding request;
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses, unless explicitly included in the approved grant budget and pre-approved by the HRC in writing;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses are those that *meet all of the following criteria*:

- (1) Program Alignment: The expense must be directly tied to the scope of services and activities defined in Appendix B.
- (2) Budgeted: The expense must be included in the approved grant budget.
- (3) Reasonable & Necessary: The expense must be reasonable, necessary, and directly related to the delivery of the funded program.

Eligible Expenses *shall specifically exclude*:

- (1) personal costs including but not limited to expenses related to meals, catering, transportation, lodging, fundraising, entertainment, or educational activities;
- (2) capital expenses, unless explicitly included in the approved grant budget and pre-approved by the HRC in writing;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) fines, fees, and penalties including but not limited to credit card fees, bank fees (e.g., late charges and/or interest), violations of agreements, laws or regulations;

(5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;

(6) the purchase of bottled water is prohibited, except where a documented health and safety requirement cannot be met by other means. For purposes of this prohibition, "water" does not include mineral water, carbonated or sparkling water, seltzer, tonic, or flavored waters;

(7) The purchase of sugar-sweetened beverages (including soft drinks, sweetened teas, and sweetened juices) is prohibited. This ban does not apply to 100 percent natural fruit or vegetable juices, infant formula, medical-use beverages, or meal-replacement beverages that contain proteins, carbohydrates, and multiple vitamins and minerals;

(8) alcoholic beverages and tobacco products;

(9) lobbying activities;

(10) any expenses not approved in the project budget or grant;

(11) expenses incurred outside of the active dates of the Agreement;

(12) unreasonable costs deemed excessive or not necessary for program objectives as determined by Department; and,

(13) unallowable expenses covered in the Department's "Policy on Allowable and Unallowable Grant Expenses."

Appendix B - Definition of Grant Plan and Budget

Section 1: HRC Priorities and RFP Alignment

- A. Program Area: RFP 100
- B. Focus Area: Workforce & Education
- C. Service Area: Youth Development & Education
- D. Service Area Goal: Promote academic success, career opportunities, and personal growth by addressing systemic barriers and expanding access to meaningful learning experiences.
- E. Public Benefit: This grant will benefit the public by investing in youth development and educational success. By providing students with culturally relevant pedagogy and encouraging them to believe in their ability and responsibility to make a difference, this program uplifts youths' ability to thrive academically, grow personally, and envision broader possibilities for their future.

Section 2: Program Overview

A. Description:

Funding through this contract with HRC will be allocated toward Booker T. Washington Community Service Center's (BTWCSC) Freedom School Program which provides year-round support, enrichment, and learning opportunities that prepare young people to learn and succeed in school and beyond. This contract funds Freedom School operations at two sites: (1) the Booker T. Washington Community Center (Primary Site), where BTWCSC has operated programming for more than a century, and (2) the Western Addition expansion site (Expansion Site), which will extend the same culturally grounded programming to serve additional youth and families in their neighborhood. To operate the Freedom School Program at the Expansion Site, Booker T. Washington Community Service Center must have an approved lease agreement with the City for any City-owned building out of which it operates programming.

The program weaves together: (1) high-quality academic and character-building enrichment, (2) a deep emphasis on literacy and language arts, parent and family involvement, civic engagement and social action, (3) intergenerational servant leadership development, and (4) holistic wellness including nutrition, health, and mental health.

By providing students with culturally relevant pedagogy and encouraging them to believe in their ability and responsibility to make a difference, the Freedom School Program uplifts youths' ability to thrive academically, grow personally, and envision broader possibilities for their future. This work directly aligns with HRC's *Youth Development & Education* goals to advance academic success, career readiness, and holistic development for underserved youth.

This program aims to serve students enrolled in local public schools and from historically-underserved communities, particularly in the Fillmore/Western Addition and District 5 neighborhoods. The Fillmore/Western Addition has endured decades of poverty and racially discriminatory policies, including urban gentrification projects that devastated the neighborhood's Black population and resulted in education inequities that are still pervasive today. Spanning portions of the 94102, 94109, 94115, and 94117 zip codes, the area is home to roughly 12,500 households. In the 2000s, the cumulative impact of decades of failed redevelopment and aggressive gentrification spurred a mass exodus of Black residents, with remaining families of color fighting for the right to remain in their neighborhood and access the resources they need to thrive. Today, the median home price in the area exceeds \$1.3 million, and many Black and Brown residents have been displaced, pushed into public housing, or into housing insecurity and homelessness —creating conditions of de facto racial segregation. Freedom School Program operates on a year-round schedule with significant expansion in the summer months. The program is highly-structured, includes a diverse and engaging curriculum with weekly and monthly themes, and has limited turnover resulting in duplication of participants from year to year. BTWCSC also requires registration and enrollment and multi-day commitment per week for all students. BTWCSC youth tend to “grow up” at the Center, with students attending year after year, and families often enrolling siblings. The program is open to students of all backgrounds, ethnicities, and cultures. Given BTWCSC's 106 year-old history and roots, the program's approach centers the history, culture, philosophy, and collective experiences of Black/African American communities, our intersections with communities with similar struggles, and provides a culturally grounded foundation for care, critical thinking and learning.

The Freedom School operates in three semesters (fall, spring, and summer, with the highest attendance rates in the summer). Once enrolled, students engage in:

- Academic support: Daily literacy instruction through the CDF Freedom School Integrated Reading Curriculum, structured reading blocks, one-on-one tutoring, and access to EPIC reading for e-books and audiobooks during program hours and at home to strengthen reading skills and academic confidence.
- Enrichment activities: Afterschool or summer enrichment (depending on the semester) that includes arts, STEM, wellness, physical activity, environmental learning, and culturally grounded programming designed to build creativity, collaboration, and life skills.
- Leadership development: Youth participate in service-learning projects, Harambee leadership roles, and the CDF Freedom Schools National Day of Social Action (NDSA)—a nationwide, youth-led civic engagement event where K–8 scholars engage with BTWCSC teams to advocate on issues impacting their lives such as education equity, healthcare access, and community safety. Rooted in the legacy of civil rights-era Freedom Schools, NDSA empowers youth to research community issues, develop advocacy messages, and take collective action through activities like presentations, art activism, meetings with

decision-makers, and awareness campaigns, reinforcing youth voice and leadership for social change.

B. Population Served:

This program will serve K-8 youth Freedom School Program participants at both sites.

While BTWCSC has experience and expertise serving individuals from diverse linguistic and cultural backgrounds, including Black/Afro-African, AAPI/Asian, Native American/Indigenous, and Latine communities, no one will be turned away nor prioritized for services funded by this Grant due to their race, ethnicity, gender, sexual orientation, or national origin.

Services are offered in multiple languages through bilingual staff and interpretation support, ensuring accessibility and cultural relevance. This foundation enables the team to provide culturally tailored services that respect and honor the backgrounds, traditions, and preferences of diverse community members.

Student Registration:

All students are welcome to apply, and the program is open to all, regardless of race, ethnicity, gender, sexual orientation, or national origin who otherwise meet the criteria. The registration process is guided by clear Priority Registration Criteria to ensure equitable access. Priority is given to families and youth most in need, including residents of public housing, low-income individuals, and those experiencing housing insecurity.

Priority is given to applicants who meet one or more of the following criteria:

- Live and/or work in the Western Addition/Fillmore neighborhoods
- Reside in public housing, BMR units, RVs, or SROs
- Are experiencing homelessness or housing insecurity
- Are foster youth
- Belong to low-income or working-class families (80% AMI for a family of 4 in SF, or \$124,700 and below)
- Receive public benefits (e.g., CalFresh, WIC, Medi-Cal, General Assistance, SSI, or CalWorks)

Section 3: Work Plan

A. Key Activities and Deliverables:

Key Activity or Deliverable	Frequency and Milestones	Description
Enrollment	Frequency	BTWCSC manages K–8 youth enrollment through a streamlined, family-centered process that

Key Activity or Deliverable	Frequency and Milestones	Description
	<p>Year-round enrollment, with peak periods in late summer and spring. Weekly enrollment processing and Airtable updates.</p> <p>Milestones</p> <p>Monthly: Attendance and engagement reviews. Each Semester: Enrollment and participation check-ins.</p>	<p>includes applications, intake meetings, and maintaining updated Airtable student profiles. Families also complete a BSAFE intake to identify academic, housing, food, or mental health needs and are connected to appropriate supports. Enrollment occurs year-round, with primary enrollment periods at the start of the school year and in the spring for summer programming.</p>
<p>Academic Support</p>	<p>Frequency</p> <p>Daily: Academic Hour with tutoring, homework help, and literacy support. Each Semester: Reading assessments to track literacy progress.</p> <p>Milestones</p> <p>Ongoing: CDF Freedom School literacy curriculum implemented. Annually: Review of student literacy progress and family support sessions.</p>	<p>At both sites, BTWCSC provides daily academic support for K–8 youth through tutoring, homework help, and academic coaching, with small group instruction at a 1:10 student-to-teacher ratio. A daily Academic Hour offers structured time for guided homework assistance, targeted enrichment, and one-on-one tutoring, including support from college student tutors. Student progress is monitored using Innovation Bridge reading assessments, which inform individualized instruction and literacy supports.</p> <p>Academic programming is grounded in the CDF Freedom School Integrated Reading Curriculum, using culturally relevant books to strengthen literacy and combat summer reading loss. All students receive EPIC reading accounts to support reading during and outside of program hours. Family engagement includes parent workshops on literacy and academic routines, as well as summer IEP support sessions to help families prepare for the upcoming school year.</p>

Key Activity or Deliverable	Frequency and Milestones	Description
<p>Afterschool Enrichment Activities</p>	<p>Frequency</p> <p>Daily (Mon–Fri, 2:00–6:00 p.m., early release Wednesdays): Afterschool enrichment across arts, STEM, wellness, and outdoor learning.</p> <p>Milestones</p> <p>Ongoing: Curriculum updates, staff training, scheduling, and evaluations.</p> <p>Each Semester: Review of youth engagement and participation.</p>	<p>At both sites, BTWCSC provides daily afterschool enrichment for K–8 youth that includes academic support, arts, STEM, physical activity, environmental learning, and culturally grounded programming. Activities are choice-based and designed to build creativity, confidence, teamwork, and positive youth development.</p> <p>Programming includes a daily Academic Hour with homework help, academic coaching, and one-on-one tutoring, supported by the CDF Freedom School literacy framework, EPIC reading access, and SFPL resources. Community partners support specialized enrichment, and BTWCSC aims for at least 80% of enrolled youth to participate in enrichment activities each week</p>
<p>Summer Enrichment Activities</p>	<p>Frequency</p> <p>Daily (8 weeks, June–August): Summer enrichment with CDF Freedom School literacy, academics, arts, STEM, physical activity, and EPIC reading.</p> <p>Weekly: Field trips and college or career exposure.</p> <p>Milestones</p> <p>June: Orientation and literacy assessments.</p> <p>Mid-Summer: CDF National Day of Social Action.</p> <p>August: Closing</p>	<p>At both sites, BTWCSC operates an eight-week summer enrichment program (June–August, Mon–Fri, 9:00 a.m.–6:00 p.m.) grounded in the CDF Freedom School model. Youth rotate through daily literacy blocks using the Integrated Reading Curriculum (IRC), EPIC reading, and BTWCSC’s summer curriculum, organized by age group.</p> <p>Programming includes academics, arts, STEM, physical activity, cultural learning, weekly field trips, and college and career exposure. Wellness supports include group and one-on-one sessions focused on emotional regulation and stress management. Literacy progress is tracked through beginning- and end-of-summer reading assessments in Airtable, and all youth participate in the CDF National Day of Social Action.</p> <p>Families engage through summer orientations, weekly parent workshops, ongoing</p>

Key Activity or Deliverable	Frequency and Milestones	Description
	celebration and backpack drive.	communication, and a closing celebration aligned with BTWCSC’s backpack drive.
Leadership Development & Civic Engagement	<p>Frequency</p> <p>Year-round: Leadership development through service-learning.</p> <p>Seasonal: One service-learning project each in fall, spring, and summer.</p> <p>Milestones</p> <p>Fall: Service-learning project and Changemaker Debate.</p> <p>Spring: Service-learning project and youth presentations.</p> <p>Summer: Service-learning embedded in CDF Freedom School and National Day of Social Action.</p>	<p>At both sites, BTWCSC provides leadership and civic engagement organization wide for all youth through daily programming that includes intergenerational learning and leadership opportunities. Leadership begins with age-appropriate roles and teamwork and expands through youth-led projects, public speaking, and shared learning with peers, staff, families, and community members.</p> <p>Middle school and teen participants complete three service-learning projects each year and engage in leadership through the Changemaker Debate, Teen Advisory Board, and CDF Freedom School activities, including Harambee roles, intergenerational projects, and participation in the National Day of Social Action.</p>

B. Contract and Program Milestones:

Timeline	Deliverable or Milestone
Year 1, Quarter 1	<ul style="list-style-type: none"> ● Finalize 2026 outreach plan ● Ongoing outreach via social media and flyers for spring semester ● Enrollment conducted as needed ● Afterschool academic and enrichment offered daily (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays)
Year 1, Quarter 2	<ul style="list-style-type: none"> ● Outreach via social media and flyers for summer programming ● Enrollment completed for summer programming and ongoing as needed

Timeline	Deliverable or Milestone
	<ul style="list-style-type: none"> ● Afterschool academic and enrichment offered daily through early June (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Summer Enrichment schedule finalized ● Youth-led intergenerational legacy builder projects final presentations ● Ongoing Summer Enrichment activities offered 5 days a week beginning in June ● Day of Social Advocacy ● Innovation Bridge Reading Assessments: Administered at the beginning and end of summer camp
Year 1, Quarter 3	<ul style="list-style-type: none"> ● Outreach via social media and flyers for fall semester ● Enrollment completed for fall semester and ongoing as needed ● Afterschool academic and enrichment offered daily beginning mid-August (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Ongoing Summer Enrichment activities through early August ● Post-summer session evaluations conducted and grade progressions assessed
Year 1, Quarter 4	<ul style="list-style-type: none"> ● Outreach via social media and flyers for spring semester ● Enrollment completed for spring semester and ongoing as needed ● Afterschool academic and enrichment offered daily (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Youth-led intergenerational legacy builder projects final presentations
Year 2, Quarter 1	<ul style="list-style-type: none"> ● Finalize 2027 outreach plan ● Enrollment and outreach conducted as needed ● Afterschool academic and enrichment offered daily (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays)
Year 2, Quarter 2	<ul style="list-style-type: none"> ● Outreach via social media and flyers for summer programming ● Enrollment completed for summer programming and ongoing as needed ● Afterschool academic and enrichment offered daily through early June (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Summer Enrichment schedule finalized ● Ongoing Summer Enrichment activities offered 5 days a week beginning in June

Timeline	Deliverable or Milestone
	<ul style="list-style-type: none"> ● Youth-led intergenerational legacy builder projects final presentations ● Day of Social Advocacy ● Innovation Bridge Reading Assessments: Administered at the beginning and end of summer camp
Year 2, Quarter 3	<ul style="list-style-type: none"> ● Outreach via social media and flyers for fall semester ● Enrollment completed for fall semester and ongoing as needed ● Ongoing Summer Enrichment activities through early August ● Post-summer session evaluations conducted and grade progressions assessed ● Afterschool academic and enrichment offered daily beginning mid-August (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Day of Social Advocacy
Year 2, Quarter 4	<ul style="list-style-type: none"> ● Outreach via social media and flyers for spring semester ● Enrollment completed for spring semester and ongoing as needed ● Afterschool academic and enrichment offered daily (2 p.m. to 6 p.m. Monday through Friday with early release on Wednesdays) ● Youth-led intergenerational legacy builder projects final presentations

C. Key Partnerships:

- a. **Children’s Defense Fund (CDF) Freedom School** Provides the Integrated Reading Curriculum (IRC), cultural framework, literacy pedagogy, and Harambee practices that guide daily instruction, book selection, identity development, and civic engagement across school-year and summer programming.
- b. **Innovation Bridge** Supports assessment-informed instruction and literacy growth by providing reading assessments, data analysis, and training that help staff tailor academic support and monitor student progress over time.
- c. **San Francisco Public Library (SFPL)** Collaborates with BTWCSC education staff each semester to select culturally relevant, grade-appropriate books for the IRC, ensuring literacy instruction reflects student identity, interests, and academic needs.

Section 4: Reporting

All grantees shall collect, maintain, and report complete, accurate, and timely data on all programs and services funded under this agreement. Grantees are required to submit monthly, quarterly, and annual reports to track progress of programming and ensure accountability.

1. **Monthly Progress Reports:** Narrative progress reports detailing program activities. These reports provide HRC staff with regular updates and allow for timely identification and resolution of any issues that arise.
2. **Quarterly Metric Reports:** Reports that are primarily quantitative and demonstrate grantees' progress toward the key activities outlined in their grant plan. This includes:
 - a. *Number of individuals served.* This represents the people who are directly served by the grantee's program, such as case management clients, workshop participants, interns hired, etc. Grantees will also provide, to the best of their abilities, demographics of the communities they serve, including age, race and ethnicity, gender identity, and zip code. This will be summary data, and not individual participant-level data.

Note: Demographic data related to individuals' race, ethnicity, and gender identity shall be collected for informational purposes only. The demographic makeup of those served has no impact on Grantee's funding and Grantee shall ensure its services are open to all regardless of race, ethnicity, gender, sexual orientation, and national origin.
 - b. *Number of individuals impacted or reached.* This represents the broader audience that is indirectly engaged or indirectly benefits through exposure to the program's outcomes, content, or events. In some cases, this number will be the same as the number served. However, for many performing arts programs, this may represent the people who attend performances.
 - c. *Outputs for each key activity,* as outlined in Section 5.
3. **Annual Report:** A 1-2 page narrative report summarizing program activities, outcomes, and impact over the past year. If the grant will continue into the next year, the report will also include a brief overview of programming for the upcoming year.

Note: Grantees are also required to participate in contract monitoring activities outlined in the Doing Business with HRC Handbook, including quarterly site visits and semi-annual grantee and partner convenings.

Section 5: Performance Metrics and Impact

- **Number of People Served:**
 - Primary Site: 30 people served annually (program grand total 75 served annually). This includes unduplicated students enrolled in one or more Freedom School semesters each year. These numbers are adjusted given that this grant will fund roughly 40% of this site's Freedom School Program.

- Western Addition Expansion Site: 20 people served annually (program grand total 100 served annually). This includes unduplicated students enrolled in one or more Freedom School semesters each year. These numbers are adjusted given that this grant will fund roughly 20% of this site’s Freedom School Program.

- **Number of People Impacted or Reached:**

- Primary Site: 30 households are impacted annually, with an average household size of 4, bringing the number of 120 individuals. These numbers are adjusted given that this grant will fund roughly 40% of this site’s Freedom School Program.
- Western Addition Expansion Site: 20 households are impacted annually, with an average household size of 4, bringing the number of 80 individuals. These numbers are adjusted given that this grant will fund roughly 20% of this site’s Freedom School Program.

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
Enrollment	<p>Output 1: Primary Site 75 / Expansion Site 100 unduplicated K–8 youth enrolled annually in academic and enrichment services. Active enrollment increases at both sites during summer sessions and decreases in the fall semester.</p>	<p>BTWCSC tracks enrollment, intake, attendance, and academic data in Airtable, with updates made weekly and reviewed monthly. Families submit report cards and complete youth and caregiver surveys each semester, which are uploaded to student profiles to monitor academic progress and engagement. Enrollment and attendance trends are summarized quarterly and reviewed by program leadership to support accurate rosters, equitable access, and retention.</p>	<p>Airtable enrollment, intake, and attendance records</p> <p>Student report cards uploaded each semester</p> <p>Youth and caregiver survey results</p> <p>Quarterly enrollment and engagement reports</p>

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
Academic Support	<p>Output 1: A minimum of 85% of BTWCSC K–8 youth will successfully earn passing grades and advance to the next grade level each academic year.</p> <p>Output 2: BTWCSC will create and maintain EPIC reading accounts for 100 K–8 youth annually, with reading engagement monitored monthly to support literacy growth and independent reading.</p>	<p>BTWCSC tracks academic support through Airtable, daily attendance logs, literacy trackers, and EPIC reading data. Families submit report cards each semester, which are uploaded to monitor academic progress and grade promotion. Academic data is summarized quarterly and reviewed by program leadership to adjust supports and ensure student progress.</p>	<p>Airtable academic support and attendance records</p> <p>EPIC reading usage reports</p> <p>Student report cards</p> <p>Literacy assessment and progress summaries</p>
Afterschool Enrichment Activities	<p>Output 1: BTWCSC will provide 840 hours annually of afterschool enrichment programming, including STEM, literacy, arts, and culturally grounded activities (42 weeks × 5 days × 4 hours per day).</p> <p>Output 2: At least 75% of surveyed participants or caregivers will report that the youth had an adult in the program who understood them and genuinely cared about them.</p>	<p>BTWCSC tracks enrichment and academic support data through Airtable and daily attendance logs. Participation in Academic Hour, tutoring, homework support, and EPIC reading is reviewed regularly.</p> <p>Attendance and engagement are reviewed monthly, and youth, parent, and staff surveys are administered twice per year to assess program quality and satisfaction. Data is summarized quarterly and reviewed</p>	<p>Airtable enrichment and attendance records</p> <p>EPIC reading usage reports</p> <p>Youth, parent, and staff survey results</p> <p>Quarterly program review summaries</p>

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
		<p>by program leadership to improve scheduling, partner coordination, and overall enrichment quality.</p>	
<p>Summer Enrichment Activities</p>	<p>Output 1: Primary Site 75/ Expansion Site 100 K–8 youth will be enrolled and served annually through the CDF Freedom School licensed summer program, participating in daily literacy, enrichment, and culturally grounded activities.</p> <p>Output 2: BTWCSC will provide 8 outdoor field trips annually during the summer enrichment program.</p>	<p>BTWCSC tracks all summer program data in Airtable and daily attendance logs, including participation in enrichment, literacy sessions, EPIC reading, field trips, and college tours. Beginning- and end-of-summer reading assessments are uploaded to each youth’s profile to monitor literacy growth.</p> <p>Staff complete daily debriefs to document engagement and program adjustments. Youth, parent, and staff surveys are administered during the summer, and participation in the CDF National Day of Social Action is recorded.</p>	<p>Airtable summer program records and student profiles</p> <p>Daily attendance and participation logs</p> <p>Summer reading assessment results</p> <p>EPIC reading usage reports</p> <p>Youth, parent, and staff survey results</p> <p>End-of-summer program report</p>
<p>Leadership Development & Civic Engagement</p>	<p>Output 1: BTWCSC will facilitate three youth-led service-learning projects annually, completed in the fall, spring, and summer.</p>	<p>BTWCSC tracks leadership and civic engagement in Airtable, including service-learning projects, leadership roles, and participation in the</p>	<p>Service-learning project documentation and youth reflections</p> <p>Attendance logs for the National Day of Social Action</p>

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
	Output 2: Primary Site 75/ Expansion Site 100 youth annually will participate in leadership and civic engagement activities, including BTWCSC’s National Day of Social Action.	National Day of Social Action. Surveys are administered three times per year , and data is reviewed quarterly to ensure equitable access to leadership opportunities.	Youth and parent survey results Staff logs Exported survey results

Section 6: Budget

A. Budget Table: The annual budget for the Primary Site is \$275,000.00. The total budget for the programming that will be operated at the Western Addition Expansion site is a one-time investment of \$300,000.00. BTWCSC will closely coordinate with HRC on budget expenditure to ensure successful launch and implementation of programming at the Expansion site.

Cost Category	Account	Sum of Total Cost
Indirect	N/A	\$74,781.88
Programs	Fringe	\$80,893.13
	Salary	\$335,125.00
Non-Personnel Operating Costs	NPSvcs	\$70,200.00
Materials & Supplies	Mat&Su	\$14,000.00
Grand Total		\$575,000.00

B. Budget Narrative:

Administrative: N/A

Programs: These positions provide direct, essential support for delivering academic enrichment, literacy development, and holistic youth programming for K–8 students. Salaries are calculated using HRC Handbook Method A, Gross Wages in Salaries.

- **Program and Impact Director (0.3 FTE):** The Director provides strategic oversight for all youth development activities, supervises program staff, maintains quality standards, and ensures that programming is implemented effectively. Responsibilities include oversight of curriculum delivery, enrichment design, staff development, partnerships,

and outcome monitoring. The role’s salary and fringe (27%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.

- **K–8 Coordinator (1.0 FTE):** The K–8 Coordinator leads daily operations of the youth program, delivering hands- on academic support, enrichment activities, and project-based learning. Duties include facilitating homework help, literacy sessions, arts and STEM activities, cultural enrichment, and recreational programming. The Coordinator also manages student enrollment, attendance tracking, parent communication, and day-to-day logistics. The role’s salary and fringe (27%) are charged under Programs – Salary/Fringe because the work is direct participant service, not administrative.
- **Teaching Managerial – Expansion Site (0.50 FTE):** The Teaching Managerial oversees and strengthens instructional programs through curriculum design and implementation, staff supervision and coaching, and the delivery of high-quality educational services to drive strong and measurable student learning outcomes. This position will serve programming at the Expansion Site. The role’s salary and fringe (22.5%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.
- **Teaching & Support Staff – Expansion Site (2.25- 2 positions at 1 FTE each and 1 position at 0.25 FTE):** The Teaching & Support Staff will assist in the delivery of instructional programs by supporting teaching activities, student engagement, classroom management. These positions will serve programming at the Expansion Site. The roles’ salary and fringe (22.5%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.

Fringe benefits for these positions include FICA, Health Benefits, State Unemployment Insurance (SUI), Retirement Benefits, and Workers’ Compensation. Fringe benefits are calculated using HRC Handbook Option 1, flat fringe rate. There are two fringe rates applied:

- **Primary Site Staff:** The Positions of Program and Impact Director and K-8 Coordinator will be calculated at 27% of staff salary. Note that BTWCSC will invoice using its current agency-wide fringe rate (24.79%) until April 2026, when fringe will increase to 27%.
- **Western Addition Expansion Site:** The positions of Teaching Managerial and Teaching & Support Staff will be calculated at 22.5% fringe.

Per HRC guidance, all program staff time is recorded via timesheets to ensure costs are allocable to the grant, and no indirect activities are billed directly. Staff who split duties between program delivery and other projects will allocate time proportionally based on actual hours worked.

Non-Personnel Operating Costs (NPOC):

- **Enrollment & Licensing Fees** will be used to cover the one-time annual Freedom School registration and license fees. This fee covers official enrollment in the Children’s

Defense Fund Freedom School program. This fee provides access to a structured literacy and enrichment model, including curriculum, training, instructional materials, and ongoing program support. The model offers culturally responsive lessons, reading interventions, and enrichment components that strengthen academic skills and build student confidence.

- Subscription - will be used to cover an annual subscription to EPIC, solely used for this program, at a flat rate of \$1,200 a year. This annual subscription provides digital access to age-appropriate reading materials, supporting literacy development, vocabulary growth, and increased reading engagement.
- Professional Services are allocated for culturally-competent evaluation & assessment services for culturally-affirming programs like Freedom School, provided by Innovation Bridge. The fee covers external evaluation services, including academic assessments, engagement tracking, outcome analysis, and reporting. Evaluation tools help measure student progress, guide program improvements, and document the effectiveness of academic and enrichment activities. The cost is estimated at two assessments annually, roughly \$20,500 apiece. The exact cost is subject to change.

Materials & Supplies:

- Program Supplies: Funds cover quarterly purchases of materials needed for academic and enrichment programming. Items include books for literacy groups, art supplies, STEM materials, project-based learning tools, and general classroom supplies. These resources support student engagement, skill development, and consistent instructional quality and will be solely used for this program. The average amount per quarter is \$3500.00, though it may be higher or lower depending on enrollment and curriculum needs.

Subawards / Contractual: N/A

Indirect: BTWCSC opts for the standard 15% de minimis indirect rate on Modified Total Direct Costs (MTDC). MTDC includes all direct costs. The MTDC base comprises program staff salaries and fringe, enrollment & licensing fees, professional services, and program supplies. BTWCSC confirms that no costs charged here are also billed directly, in accordance with HRC's prohibition against double-charging. Indirect costs support a portion of shared organizational costs such as finance, payroll, human resources, technology, facilities, insurance, and organizational infrastructure that allows program staff to focus on direct service delivery. Note that the Indirect Fee is capped in order to keep the total budget within the annual award amount. However, should BTWCSC have a cost savings in another cost category, BTWCSC may request a budget revision from HRC in order to recuperate the full 15%.

Appendix C - Form of Funding Request

Invoice Template

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of APRIL 1, 2026, 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 cost reimbursement(s) related to its grant. Below is a sample template of the information needed in order to process a cost reimbursement. Grantees have the choice of using this template or their own. If they choose their own, it must contain all the same elements as listed below, preferably in the same order.

- [Grantee Name]**
- [Street Address]**
- [City, State, Zip Code]**
- [Phone Number]**
- [Email Address]**

- Invoice Date: [MM/DD/YYYY]**
- Invoice Number: [Unique Invoice Number]**
- Service Period: [Date or Date Range When Services/Goods Were Provided]**

Bill To:
City and County of San Francisco
Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102

- Budget Information:**
- Grant ID: [Grant ID, if applicable]**
 - Purchase Order ID: [Purchase Order ID, if applicable]**
 - Supplier ID: [Supplier ID, if applicable]**

Invoice Details:

Cost Category	Account	Subtotal	Allocable Amt	Total
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]
Total				

- Grantee’s Signature:**
- [Signature]**
 - [Printed Name]**
 - [Title]**
 - [Date]**

Grant Budget and Actuals Table:

This table should contain the line-item budget amounts, year-to-date actuals, the requested reimbursement, and the remaining balance of the grant. **It will allow the grantee and the HRC to validate the reimbursement and ensure accurate financial management.**

Original budget is the budget at the time the grant was initially executed. Revised budget should be inclusive of all budget modifications to-date. Requested reimbursement is the total amount being requested for the service period represented by the invoice.

Cost Category	Account	Original Budget	Revised Budget	Actuals YTD	Requested Reimbursement	Remaining Balance
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]
Total	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]

Receipts Crosswalk:

This documentation ensures that receipts can be validated in an organized fashion and provides clarity as to where receipts are being applied in the grantee’s budget. Listing the Total Receipt amount and the **Total Reimbursable amounts** ensures clarity for any receipts in which the total amount listed in the supporting document is not being requested for reimbursement. For example, if an ineligible expense is included in a receipt where there are also eligible expenses, the ineligible expense should be redacted **and the portion of the receipt that is eligible should be highlighted. The highlighted portions should be listed as line items like in the example table below.**

Receipt #	Date	Short Description	Cost Category	Account	Total Receipt	Total Reimbursable
[Receipt #]	MM/DD/YYYY	[Description of Item]	[Category]	Acct	[\$Amt]	[\$Amt]
[Receipt #]	MM/DD/YYYY	[Description of Item]	[Category]	Acct	[\$Amt]	[\$Amt]
Total	MM/DD/YYYY				[\$Amt]	[\$Amt]

Receipts and Other Supporting Documentation:

This section will include all the receipts in order that they are listed in the Receipts Crosswalk table above There should be one receipt per page. Receipts must conform to HRC requirements listed in *Doing Business with HRC Handbook*. **Photos of receipts will not be accepted.**

Appendix D - Grantee's Interests In Other City Contracts

Grantee is either a party to a contract, or is a subcontractor/subgrantee, or otherwise receives funding from City, in the following City contracts.

City Department or Commission	Date of Contract	Amount of Contract	Contract Number/ID	Contract Title/Description
DPH Public Health	7/1/2022	6,274,757	1000025063	DPH BHS Black African American
HSA Human Services Agency	7/1/2023	968,000	1000029840	HSA Community services FY23-27
HSA Human Services Agency	7/1/2023	585,200	1000029834	HSA Neighborhood CS FY23-27
Human Rights Commission	Pending	\$600,000.00	Pending	BSAFE housing program
Human Rights Commission	Pending	\$900,000.00	Pending	Legacy Builders Teen/TAY youth pathways program
Human Rights Commission	Pending	\$550,000.00	Pending	Freedom School Program for youth development

Appendix E - Permitted Subgrantees

None.

Appendix G - Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains while providing services under this Agreement:
 - a. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about individual program participants: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
 - b. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above, and implement industry standard protections based on the assessment. This assessment should include consideration of all of the following:
 - I. How such information is protected;
 - II. ii. How use of such information is limited to appropriate purposes;
 - III. iii. How such information is stored, including how computer systems are encrypted and how cloud storage or other online services are used;

- IV. iv. How Grantee’s employees, agents, or subcontractors are allowed to use and share such information;
- V. v. If applicable, what rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
- VI. vi. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
- VII. vii. How a participant is allowed to access information held by Grantee about that participant.

- c. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

HRCGrants@sfgov.org

GRANT AGREEMENT

Between

CITY AND COUNTY OF SAN FRANCISCO

and

BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER

DKI-WE03-26-002

This Grant Agreement (“Agreement”) is made as of **APRIL 1, 2026**, in the City and County of San Francisco, State of California, by and between **BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO (“City”), acting by and through **HUMAN RIGHTS COMMISSION** (“Department”).

Recitals

WHEREAS, Grantee has applied to the Department for an RFP 100 Culturally Inclusive Pathways to Higher Education grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

Implement Grantee’s Legacy Builder Teen/TAY program, providing comprehensive support that includes workshops on study skills, time management, and goal setting to prepare students for post-secondary education and the academic challenges associated with obtaining this educational milestone; and

WHEREAS, grants awarded by City or Department are governed by San Francisco Administrative Code Chapter 21G, unless otherwise stated herein; and

WHEREAS, the Grant was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through **Human Rights Commission Request for Proposals (RFP) 100, Culturally Inclusive Pathways to Higher Education program**, issued on **March 21, 2025**, in which City selected Grantee because it was a top-ranked proposal pursuant to the RFP; and

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

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

Article 1 Definitions

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

1.1.1 “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.

1.1.2 “Application Documents” shall mean collectively: (a) the grant application and proposal submitted by Grantee, including all exhibits, schedules, appendices and

attachments thereto; (b) all documents, correspondence and other written materials submitted with respect to the grant application; and (c) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

1.1.3 “Budget” shall mean the budget attached hereto as part of Appendix B (“Definition of Grant Plan and Budget”).

1.1.4 “Charter” shall mean the Charter of City.

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

1.1.6 “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

1.1.7 “Controller” shall mean the Controller of City.

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

1.1.9 “Eligible Expenses” shall have the meaning set forth in Appendix A (“Definition of Eligible Expenses”).

1.1.10 “Event of Default” shall have the meaning set forth in Section 11.1 (“Event of Default”).

1.1.11 **Reserved (Fiscal Sponsor).**

1.1.12 “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

1.1.13 “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

1.1.14 “Funding Request” shall have the meaning set forth in Section 5.3.1.

1.1.15 “Grant” shall mean this Agreement.

1.1.16 “Grant Funds” shall mean all funds allocated or disbursed to Grantee under this Agreement.

1.1.17 “Grant Plan” shall have the meaning set forth in Appendix B (“Definition of Grant Plan and Budget”).

1.1.18 “Indemnified Parties” shall mean: (a) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (b) City’s elected

officials, directors, officers, employees, agents, successors and assigns; and (c) all persons or entities acting on behalf of any of the foregoing.

1.1.19 “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.

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

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

1.3 **References to this Agreement.** References to this Agreement include: (a) all appendices, exhibits, schedules, attachments hereto; (b) all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) all amendments, modifications or supplements hereto made in accordance with Section 17.2 (“Modification”). 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.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any

time exceed the amount certified for the purpose and period stated in such advance authorization.

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

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

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

Article 3 Term

3.1 Duration of Term. The term of this Agreement shall commence on **APRIL 1, 2026** and expire on **MARCH 31, 2028**, unless earlier terminated as otherwise provided herein.

3.2 Authorization to Commence Work. Grantee shall not, and shall not cause its subcontractors or subgrantees, to begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Article 4 Implementation of Grant Plan

4.1 **Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement. 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 **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

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

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

4.5 Publications and Work Product.

4.5.1 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.

4.5.2 Without limiting the obligations of Grantee set forth in subsection 4.5.1 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. City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and City shall have no liability or responsibility for any such contents. City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

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

4.6 **Reserved (Fiscal Sponsor Fund Restrictions).**

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, TWO HUNDRED THOUSAND Dollars (\$1,200,000.00).**

5.2 **Use of Grant Funds.**

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

5.2.2 **Advanced Payments.** The Grantee is eligible to request an advance payment. Requests must be made in writing to the HRC with justification for the advance. All advances must comply with the Controller’s Accounting Policies and Procedures and the HRC’s approved advance policy. The terms of the advance payment will include but not be limited to amount and disbursement, use of funds, repayment schedule, compliance and documentation plan, monitoring and accountability plan.

(a) **Use of funds.** Advanced payments may not be provided to any other entity or be used for any other purpose other than as described in the Grant Plan and Budget.

(b) **Unused funds.** All advanced funds that are not used in their entirety by the end of the grant term or by the end of the fiscal year, whichever is earlier, must be returned to City promptly.

(c) **Default.** If Grantee does not submit receipts or proof of payment, or other documentation demonstrating the use of advance funds for Eligible Expenses, such occurrence will be considered an Event of Default, and City may seek any remedies in Section 11.2.

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

5.3.1 Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15 (“Notices and Other Communications”), a document (a “Funding Request”) substantially in the form attached as Appendix C (“Form of Funding Request”). All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than 30 days after the end of each month, except for the last Funding Request of the fiscal year which must be submitted within 15 days before the end of July. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

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

5.4 **Reserved (State or Federal Funds).**

5.5 **Reserved (Payment of Prevailing Wages).**

Article 6 Reporting Requirements; Audits; Penalties for False Claims

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

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

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

6.2 **Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of its legal status described in Section 8.1 ("Organization; Authorization").

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

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

sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

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

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

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

6.8 Grantee’s Board of Directors. If Grantee is a nonprofit, it 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. Grantee’s board of directors shall exercise such oversight responsibility over this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

Article 7 Taxes

7.1 **Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, 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:

7.2.1 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.

7.2.2 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.

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

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

Article 8 Representations and Warranties

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

8.1 **Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly 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 15.1 ("Requirements"). All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

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

8.4 Conflict of Interest.

8.4.1 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 City if it becomes aware of any such fact during the term of this Agreement.

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

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

8.6 Subcontracts. Except as may be permitted under Section 13.3 ("Subcontracting"), 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 Funds. Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Chapter 28.

8.7.1 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.

8.8 Good Standing. If applicable, Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this 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 ("Taxes"); 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 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 ("Indemnification"): (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 TOTAL 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 ("Indemnification and General Liability"), Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

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

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

10.1.3 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.

10.1.4 Reserved (Professional Liability Insurance).

10.1.5 Reserved (Directors and Officers Insurance).

10.1.6 Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

10.2.1 Name as additional insured City and County of San Francisco, its officers, agents and employees.

10.2.2 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 provide at least thirty (30) days advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. If 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. If 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 including evidence of additional insured endorsements, from 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, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall include City and County of San Francisco, its officers, agents, and employees and the Grantee, and/or Fiscal Sponsor as additional insureds.

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

Article 11 Events of Default and Remedies

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

11.1.1 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.

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

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

11.1.4 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.

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

11.1.6 Voluntary Insolvency. Grantee (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

11.1.7 Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, a) 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, (b) 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 (c) 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:

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

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

11.2.3 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.

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

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

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

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

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

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

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

Article 12 Disclosure of Information and Documents

12.1 Protection of Data and Information.

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

12.1.2 **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, City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 21G of the Administrative Code, or debar the Grantee.

12.2 **Sunshine Ordinance.** Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

12.3 **Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit

and loss figures) for the activities and/or projects contemplated by this Grant (“Project”) and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

Article 13 Assignment 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 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 (“Permitted Subgrantees”) lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

13.3.1 Limitations. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

13.3.2 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 (“Inspection and Audit”).

Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

Article 14 Independent Contractor Status

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

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

14.3 Consequences of Recharacterization.

14.3.1 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.

14.3.2 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).

14.3.3 A determination of employment status pursuant to either Section 14.3.1 or Section 14.3.2 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

Article 15 Notices and Other Communications

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

If to the Department or City: HUMAN RIGHTS COMMISSION
25 VAN NESS AVENUE, SUITE 800
San Francisco, CA 94102
Attn: MAWULI TUGBENYOH
Date: _____

If to Grantee: BOOKER T. WASHINGTON COMMUNITY SERVICE CENTER
800 PRESIDIO AVE.
San Francisco, CA 94115
Attn: SHAKIRAH SIMLEY
Date: _____

Any notice of default or data or security breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party at least (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

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

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

Article 16 Compliance

16.1 Governmental Conduct Related Contractual Obligations.

16.1.1 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, no funds appropriated by City 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 (a) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (b) 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 City or its designee to ensure compliance with this section. In the event Grantee violates the provisions of this section, City may, in addition to any other rights or remedies available hereunder, (a) terminate this Agreement and any other agreements between Grantee and City, (b) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (c) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

16.2 Employment Related Contractual Obligations.

16.2.1 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

16.2.2 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee chooses to offer

the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

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

16.2.5 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.

16.2.6 Nondiscrimination Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. 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, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

16.3 Environmental Related Contractual Obligations.

16.3.1 Distribution of Beverages and Water.

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

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

16.3.2 Wood Products.

(a) **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.

(b) **Reserved (Preservative-treated Wood Containing Arsenic).**

16.3.3 **Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all 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.

16.3.4 **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.

16.4 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for City to terminate and/or not renew the Agreement, partially or in its entirety.

16.5 Compliance with Laws Requiring Access for People with Disabilities.

16.5.1 Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to people with disabilities. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Grantee shall not discriminate against people with disabilities in connection with all or any portion of the Grant Plan and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

16.5.2 Web and Mobile Content Accessibility. Grantee shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications (28 C.F.R. Part 35). Grantee shall ensure that all information content and technology required by this Agreement that is posted on a public website or available through a mobile application fully conforms to 28 C.F.R. Part 35.

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

Article 17 Miscellaneous

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and

shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

17.3 **Reserved.**

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 and Budget
- Appendix C, Form of Funding Request
- Appendix D, Grantee's Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix G, Confidentiality and Privacy of Participant Information

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:

4.3	Ownership of Results		10.4	Required Post-Expiration Coverage
6.4	Financial Statements		Article 9	Indemnification and General Liability
6.5	Books and Records		Article 12	Disclosure of Information and Documents
6.6	Inspection and Audit		13.4	Grantee Retains Responsibility
6.7	Submitting False Claims; Monetary Penalties		14.3	Consequences of Recharacterization
Article 7	Taxes		Article 17	Miscellaneous
Article 8	Representations and Warranties			

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

17.12 Reserved (Dispute Resolution Procedure).

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

17.14 Acquisition and Disposition of Nonexpendable Property. At the termination or expiration of the Agreement, City reserves the right to take title and possession of any nonexpendable property that is acquired by Grantee using funds provided under this Agreement, which costs more than \$1,000.00 (one thousand dollars) and has a useful life that exceeds one year. Grantee has the right to use and possess such property during the term of the Agreement, and shall be solely responsible for the use and maintenance of such property

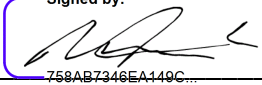
and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer, or encumber such property without City's prior written consent. At City's election, City may reallocate such property to other third parties upon the termination or expiration of the Agreement.

17.15 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 they have read and understood this section.

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

CITY

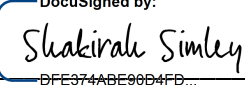
HUMAN RIGHTS COMMISSION

Signed by:
By: 
758AB7346EA149C...
MAWULI TUGBENYOH
EXECUTIVE DIRECTOR

Date: 4/15/2026

GRANTEE:

BOOKER T. WASHINGTON COMMUNITY
SERVICE CENTER

DocuSigned by:
By: 
DFE374ABE90D4FD...
SHAKIRAH SIMLEY
EXECUTIVE DIRECTOR

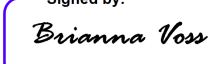
Date: 4/15/2026

Approved as to Form:

David Chiu
City Attorney

Federal Tax ID#: 94-1160952

City Supplier Number: 44140

Signed by:
By: 
3C6C9337BDC6404...
BRIANNA E. VOSS
Deputy City Attorney

Date: 4/15/2026

Appendix A - Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable funding request *or, if advances are permitted*: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of grant funds pursuant to the funding request;
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses, unless explicitly included in the approved grant budget and pre-approved by the HRC in writing;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses are those that *meet all of the following criteria*:

- (1) Program Alignment: The expense must be directly tied to the scope of services and activities defined in Appendix B.
- (2) Budgeted: The expense must be included in the approved grant budget.
- (3) Reasonable & Necessary: The expense must be reasonable, necessary, and directly related to the delivery of the funded program.

Eligible Expenses *shall specifically exclude*:

- (1) personal costs including but not limited to expenses related to meals, catering, transportation, lodging, fundraising, entertainment, or educational activities;
- (2) capital expenses, unless explicitly included in the approved grant budget and pre-approved by the HRC in writing;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) fines, fees, and penalties including but not limited to credit card fees, bank fees (e.g., late charges and/or interest), violations of agreements, laws or regulations;

(5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;

(6) the purchase of bottled water is prohibited, except where a documented health and safety requirement cannot be met by other means. For purposes of this prohibition, "water" does not include mineral water, carbonated or sparkling water, seltzer, tonic, or flavored waters;

(7) The purchase of sugar-sweetened beverages (including soft drinks, sweetened teas, and sweetened juices) is prohibited. This ban does not apply to 100 percent natural fruit or vegetable juices, infant formula, medical-use beverages, or meal-replacement beverages that contain proteins, carbohydrates, and multiple vitamins and minerals;

(8) alcoholic beverages and tobacco products;

(9) lobbying activities;

(10) any expenses not approved in the project budget or grant;

(11) expenses incurred outside of the active dates of the Agreement;

(12) unreasonable costs deemed excessive or not necessary for program objectives as determined by Department; and,

(13) unallowable expenses covered in the Department's "Policy on Allowable and Unallowable Grant Expenses."

Appendix B - Definition of Grant Plan and Budget

Section 1: HRC Priorities and RFP Alignment

- A. Program Area: RFP 100
- B. Focus Area: Workforce & Education
- C. Service Area: Culturally Inclusive Pathways to Higher Education
- D. Service Area Goal: Remove systemic barriers, enhance college preparedness, and ensure academic persistence and success to historically underrepresented students.
- E. Public Benefit: This grant will benefit the public by expanding access to educational pathways for San Francisco youth. Through culturally affirming college readiness activities, barrier removal, and college access supports, this program will invest in student achievement and opportunity.

Section 2: Program Overview

A. Description:

Rooted in Black joy, community care, and self-determination, Booker T. Washington Community Service Center's (BTWCSC) **Legacy Builders Teen/TAY** program will support teens and transition-aged youth (TAY) through key educational transitions, including high school juniors, seniors, and first-year college students. The Legacy Builders Teen/TAY program will provide comprehensive support that includes workshops on study skills, time management, and goal setting to prepare students for post-secondary education and the academic challenges associated with obtaining this educational milestone. This contract funds Legacy Builders Teen/TAY operations at two sites: (1) the Booker T. Washington Community Center (Primary Site), where BTWCSC has operated programming for more than a century, and (2) the Western Addition expansion site (Expansion Site), which will extend the same culturally grounded programming to serve additional youth and families in their neighborhood. To operate the Legacy Builders Teen/TAY operations at the Expansion Site, Booker T. Washington Community Service Center must have an approved lease agreement with the City for any City-owned building out of which it operates programming.

The program's key objectives are:

- Offer culturally affirming student support services for underserved students from historically marginalized backgrounds.
- Support college readiness through SAT/ACT prep, application assistance, and financial aid navigation.
- Remove barriers to higher education including academic assistance and resource navigation, cover critical expenses (i.e., application fees, textbooks, etc.) as well as support with basic needs (i.e., food, housing, transportation, etc., supported through other funding sources). This allows program participants to focus on pursuing and attaining a post-secondary education.

- Host workshops that address challenges faced by marginalized youth and teens in higher education.
- Provide college access through tours, campus visits, and informational sessions (supported through other funding sources).

Approaching this work from a trauma-informed lens, the Legacy Builders Teen/TAY program is committed to empowering youth through culturally inclusive pathways to access higher education. Program staff ensure outreach efforts reach students from historically marginalized communities. This work aligns with HRC's mission by offering college readiness programming, case management, as well as academic and needs-based support to reduce systemic barriers and ensure youth have equitable access to post-secondary success.

Operating on a year-round basis, the Legacy Builders Teen/TAY program is organized into three sessions for fall, spring, and summer. Each session builds on the previous one, focusing on new aspects of academic development and personal growth. During the academic year, the program will run at least three days a week from 2-6 p.m., with extended hours (12-8 p.m.) for TAY activities. Over the eight-week summer session, it will operate weekdays from 9 a.m. to 6 p.m. with at least four hours of daily activities. Special events, field trips, and overnight activities will be scheduled during evening hours and weekends.

The program is free and will operate at no cost to teens, TAY, or their families. Program participants enrolled in the program will also have access to the full scope of BTWCSC services, from food resources to housing stabilization support.

B. Population Served:

The **Legacy Builders Teen/TAY** program will support high-potential San Francisco students from underrepresented backgrounds to overcome barriers to accessing college. The program will serve youth in grades 9-12 (ages 14-18) and TAY (ages 16-24) in District 5, while conducting outreach to nearby neighborhoods, especially the Fillmore/Western Addition neighborhoods. The program also serves parenting TAY, youth living in BTWCSC's permanent supportive housing, and those transitioning from the TAY Navigation Center. The program's approach takes into account the various challenges that youth from the community often face, including housing instability, trauma, economic exclusion, isolation, and a lack of belonging. BTWCSC's team is equipped to serve individuals from diverse linguistic and cultural backgrounds, including but not limited to Black/African-American, Asian American/ Pacific Islander, Native American/Indigenous, and Latine students. Services are offered in multiple languages through bilingual staff and interpretation support, ensuring accessibility and cultural relevance. This foundation enables BTWCSC to provide culturally tailored services that respect and honor the backgrounds, traditions, and preferences of diverse community members, while engaging with diverse communities in meaningful ways.

Registration & Academic Barrier Assistance. The registration and academic process are guided by clear Priority Registration Criteria to ensure equitable access. Priority is given to families and

youth most in need, including residents of public housing, low-income individuals, and those experiencing housing insecurity.

Priority is given to applicants who meet one or more of the following criteria:

- Live and/or work in the Western Addition/Fillmore neighborhoods
- Reside in public housing, BMR units, RVs, or SROs
- Are experiencing homelessness or housing insecurity
- Are foster youth
- Belong to low-income or working-class families (80% AMI for a family of 4 in SF, or \$124,700 and below)
- Receive public benefits (e.g., CalFresh, WIC, Medi-Cal, General Assistance, SSI, or CalWorks)

All students are welcome to apply. The program is open to all, and no one who otherwise meet the criteria will be prioritized nor turned away due to their race, ethnicity, gender, sexual orientation, or national origin. The application process includes short essays and interviews, allowing students to articulate their goals and lived experiences.

Section 3: Work Plan

A. Key Activities and Deliverables:

Key Activity or Deliverable	Frequency and Milestones	Description
College Readiness Support including Case Management	BTWCSC provides year-round College Readiness Support and Case Management through weekly advising and monthly check-ins. Youth complete intake and planning in the fall, receive application and financial aid support through spring, and finalize college, training, or employment plans by early summer. Summer programming focuses on transition support and re-engagement.	BTWCSC provides a two-part support model rooted in Black joy, cultural affirmation, and community power to prepare teens and transitional-age youth (TAY) for post-secondary success. The model combines college and career readiness support with culturally affirming wellness services , ensuring youth are academically prepared, emotionally supported, and connected to their identities and communities. College Readiness Support Including Case Management focuses on individualized academic and career planning, post-secondary navigation, and milestone completion. Youth receive assessments, personalized plans, 1:1 advising for testing, applications, financial aid, and workforce pathways, as well as transition support, college and career exposure, and

Key Activity or Deliverable	Frequency and Milestones	Description
		<p>ongoing progress tracking. Supports extend through the first year of college to increase college persistence of students who were SF residents upon high school graduation.</p> <p>Culturally Affirming Student Support Services center wellness, identity, and belonging. Youth participate in identity-affirming workshops, healing-centered and affinity spaces, life-skills coaching, mental health and wellness supports (including Ajani/DPH), intergenerational learning opportunities, and family engagement through check-ins, workshops, and school support meetings.</p>
Workshops	Two (2) College Readiness Workshops and two (2) Life Skills/Adulting 101 Workshops/month—totaling 48 workshops annually and 96 over two years.	<p>BTWCSC will provide four workshops each month—two College Readiness Workshops and two Life Skills/Adulting 101 Workshops—to build post-secondary readiness, financial aid knowledge, and practical life skills. College workshops will cover key topics such as differences between UC and Cal State systems, application timelines, financial aid, and choosing between in-state and out-of-state schools. BTWCSC will coordinate and host all workshops and will bring in community partners—including Redwood Credit Union and the African American Parent Advisory Council (AAPAC)—to deliver specialized content. Students who need additional support will have access to individual advising sessions, staff referrals, and SAT/ACT prep. Life Skills workshops will focus on budgeting, time management, and independent living to prepare youth for college, career pathways, and adulthood.</p> <p>Workshops are offered more broadly to current participants in BTWCSC’s programming, as well as community teens and TAY who would like to join for workshops.</p>

Key Activity or Deliverable	Frequency and Milestones	Description
Culturally Affirming Student Support Services	Weekly: Develop schedule, confirm curriculum	BTWCSC provides culturally affirming support for students through inclusive spaces and tailored programs that honor their identities and lived experiences as they navigate higher education. BTWCSC’s student support groups like ‘Alphabet Club’ tailored to queer youth, Parenting Support Groups, Trauma Recovery from Abuse or Violence, and ‘Culture Club,’ affirm students’ identity while fostering community, connection, and empowerment. Culturally affirming student support services will be offered more broadly to current participants in BTWCSC’s programming, as well as community teens and TAY who would like to join for workshops. All students, regardless of race, ethnicity, gender, sexual orientation, or national origin are welcome to attend any of the support groups.
Barrier Removal Services	Ongoing, as needed; Finalize application forms, conduct interviews, select finalists.	To reduce academic barriers, BTWCSC will provide direct support for students to remove common barriers to post-secondary education. Barrier removal includes financial assistance for college application fees testing fees, one-time emergency college tuition assistance, as well as other expenses required for enrollment such as student fees, textbooks, and other essential academic expenses. Financial support for barrier removal will be provided to participants at the Primary Site and not the Western Addition Expansion Site.

B. Contract and Program Milestones:

Timeline	Deliverable or Milestone
Year 1, Quarter 1	<ul style="list-style-type: none"> ● Intakes conducted for College Readiness Support including Case Management ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks.

Timeline	Deliverable or Milestone
	<ul style="list-style-type: none"> ● Quarter 1 (Sep–Nov 2026): 15 workshops ● Ongoing case management
Year 1, Quarter 2	<ul style="list-style-type: none"> ● Quarter 2 (Dec 2026–Feb 2027): 15 workshops ● Ongoing case management
Year 1, Quarter 3	<ul style="list-style-type: none"> ● Intakes conducted for College Readiness Support including Case Management for 26/27 school year ● Quarter 3 (Mar–May 2027): 15 workshops ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Ongoing case management
Year 1, Quarter 4	<ul style="list-style-type: none"> ● Quarter 4 (Jun–Aug 2027): 15 workshops ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Ongoing case management
Year 2, Quarter 1	<ul style="list-style-type: none"> ● Quarter 1 (Sep–Nov 2027): 15 workshops ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Ongoing case management
Year 2, Quarter 2	<ul style="list-style-type: none"> ● Quarter 2 (Dec 2027–Feb 2028): 15 workshops ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Ongoing case management
Year 2, Quarter 3	<ul style="list-style-type: none"> ● Quarter 3 (Mar–May 2028): 15 workshops ● Intakes conducted for College Readiness Support including Case Management for 27/28 school year ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Ongoing case management
Year 2, Quarter 4	<ul style="list-style-type: none"> ● Quarter 4 (Jun–Aug 2028): 15 workshops ● Barrier Removal Services in the form of direct support for college application and testing fees, student fees, technology, and textbooks. ● Weekly Culturally Affirming Student Support Services sessions conducted

Timeline	Deliverable or Milestone
	<ul style="list-style-type: none"> ● Ongoing case management

C. Key Partnerships:

- a. Redwood Credit Union: Provides financial literacy workshops, free of charge
- b. SFUSD’s African American Parent Advisory Council (AAPAC): A-G requirements workshops to help youth students and their families understand the specific courses needed for UC/CSU admission, including course lists, grade requirements, and college prep, offered free of charge.

Section 4: Reporting

All grantees shall collect, maintain, and report complete, accurate, and timely data on all programs and services funded under this agreement. Grantees are required to submit monthly, quarterly, and annual reports to track progress of programming and ensure accountability.

1. Monthly Progress Reports: Narrative progress reports detailing program activities. These reports provide HRC staff with regular updates and allow for timely identification and resolution of any issues that arise.
2. Quarterly Metric Reports: Reports that are primarily quantitative and demonstrate grantees’ progress toward the key activities outlined in their grant plan. This includes:
 - a. *Number of individuals served.* This represents the people who are directly served by the grantee’s program, such as case management clients, workshop participants, interns hired, etc. Grantees will also provide, to the best of their abilities, demographics of the communities they serve, including age, race and ethnicity, gender identity, and zip code. This will be summary data, and not individual participant-level data.

Note: Demographic data related to individuals’ race, ethnicity, and gender identity shall be collected for informational purposes only. The demographic makeup of those served has no impact on Grantee’s funding and Grantee shall ensure its services are open to all regardless of race, ethnicity, gender, sexual orientation, and national origin.
 - b. *Number of individuals impacted or reached.* This represents the broader audience that is indirectly engaged or indirectly benefits through exposure to the program’s outcomes, content, or events. In some cases, this number will be the same as the number served. However, for many performing arts programs, this may represent the people who attend performances.
 - c. *Outputs for each key activity,* as outlined in Section 5.
3. Annual Report: A 1-2 page narrative report summarizing program activities, outcomes, and impact over the past year. If the grant will continue into the next year, the report will also include a brief overview of programming for the upcoming year.

Note: Grantees are also required to participate in contract monitoring activities outlined in the Doing Business with HRC Handbook, including quarterly site visits and semi-annual grantee and partner convenings.

Section 5: Performance Metrics and Impact

● **Number of People Served:**

- Primary Site: 30 people served annually. This includes unduplicated students served through college readiness, workshops, culturally affirming supports, and barrier removal services. These numbers are adjusted given that this grant will fund roughly 80% of this site’s Legacy Builders’ post secondary program.
- Western Addition Expansion Site: 20 people served annually. This includes unduplicated students served through college readiness, workshops, culturally affirming supports, and barrier removal services. These numbers are adjusted given that this grant will fund roughly 20% of this site’s Legacy Builders’ post secondary program

● **Number of People Impacted or Reached:**

- Primary Site: 30 households are impacted annually, with an average household size of 4, bringing the number of 120 individuals. These numbers are adjusted given that this grant will fund roughly 80% of this site’s Legacy Builders post secondary program.
- Western Addition Expansion Site: 20 households are impacted annually, with an average household size of 4, bringing the number of 80 individuals. These numbers are adjusted given that this grant will fund roughly 20% of this site’s Legacy Builders post secondary program.

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
College Readiness Support including Case Management	- 80 students participate in college readiness programs and receive case management over the two-year period (est. 40 annually) -40 financial applications submitted annually	Students complete intake process stored in AirTable	Reports indicating enrollment and services received.

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
	-40 college applications submitted annually		
Workshops	<ul style="list-style-type: none"> - Across the full two-year grant period, BTWCSC will provide 96 total workshops (48 workshops per year × 2 years) - 80% of workshop participants surveyed will have learned a new skill or topic - 80% of students report feeling supported by the program 	Surveys will gather feedback after each workshop	<p>Sign-in sheets/CMS</p> <p>Post-workshop surveys</p>
Culturally Affirming Student Support Services	<ul style="list-style-type: none"> - At least 12 culturally affirming wellness or identity workshops annually for both sites (24 over 2 years) - Up to 240 workshop attendees (Average 20 participants each workshops) - 80% youth demonstrate increased confidence, self-advocacy, and cultural pride - 80% learn a new social emotional skill 	Attendance rosters; participant feedback	Calendars; sign-ins;
Barrier Removal Services	- 50% of the 80 students enrolled over 2 years will receive	Invoices/ documentation from academic institutions.	Paid invoices/receipts from college/university.

Key Activity or Deliverable	Outputs (Incl. Targets)	Data Collection & Methodology	Evidence
	academic barrier removal (e.g., application fees, student fees) annually - \$30,000 total invested annually in academic barrier removal (at Primary Site) - 80% report their ability to apply/attend college/university due to barrier removal support	Documentation of need	Paystubs/proof of qualifying for CalFresh/MediCal/etc.

Section 6: Budget

A. **Budget Table:** The annual budget for the Primary Site is \$450,000.00. The total budget for the programming that will be operated at the Western Addition Expansion site is a one-time investment of \$300,000.00. BTWCSC will closely coordinate with HRC on budget expenditure to ensure successful launch and implementation of programming at the Expansion site.

Cost Category	Account	Sum of Total Cost
Indirect	N/A	\$93,591.88
Programs	Fringe	\$123,283.13
	Salary	\$492,125.00
Non-Personnel Operating Costs	NPSvcs	\$30,000.00
Materials & Supplies	Mat&Su	\$11,000.00
Grand Total		\$750,000.00

B. **Budget Narrative:**

Administrative: N/A

Programs: Program labor costs include salaries and fringe for personnel who deliver services and work towards the outputs, activities and milestones outlined above. The

program's effectiveness is anchored by a team of passionate and experienced professionals who will provide the intensive, wrap-around support that students deserve. This budget allocates funds for a 5.90 Full-Time Equivalent (FTE) team, covering competitive salaries and comprehensive benefits. Salaries are calculated using HRC Handbook Method A, Gross Wages in Salaries.

- **Program and Impact Director (0.3 FTE):** This role is dedicated to the strategic vision and overall success of the initiative. The Director will devote 30% of their time to steering the program, forging and maintaining vital partnerships, overseeing data collection for impact measurement, and ensuring the program's activities remain aligned with its core mission. Their expertise is crucial for high-level management and ensuring the program's sustainability and long-term impact. The role's salary and fringe (27%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.
- **Manager Youth Success - Teen/TAY (1.0 FTE):** This full-time position is the operational heart of the program. The Manager will oversee all daily activities, manage the program coordinators, and serve as the primary point of contact for students and their families. They will be responsible for creating a supportive and engaging environment, tracking student progress, and adapting program components to meet the evolving needs of teen and transitional-age youth participants. The role's salary and fringe (27%) are charged under Programs – Salary/Fringe because the work is direct participant service, not administrative.
- **Post Secondary Coordinator (1.0 FTE):** A dedicated, full-time coordinator is essential for delivering the hands-on, individualized support that is a hallmark of this program. This individual will manage the entire college application lifecycle for students, providing expert guidance on college selection, essay writing, financial aid completion, and scholarship applications. They will also develop a Speaker's Bureau consisting of various entities to support life skills, financial literacy and the provision of academic support to incorporate within our workshops/support groups. The role's salary and fringe (27%) are charged under Programs – Salary/Fringe because the work is direct participant service, not administrative.
- **Teen Coordinator (0.85 FTE):** This role provides critical support to the Manager of Youth Success, focusing specifically on the engagement and development of teen participants. The Teen Coordinator will assist in facilitating workshops, organizing program activities, and building foundational relationships that encourage long-term participation and trust in the program. The role's salary and fringe (27%) are charged under Programs – Salary/Fringe because the work is direct participant service, not administrative.
- **Teaching Managerial – Expansion Site (0.50 FTE):** The Teaching Managerial oversees and strengthens instructional programs through curriculum design and implementation, staff supervision and coaching, and the delivery of high-quality educational services to drive strong and measurable student learning outcomes. This position will serve programming at the Expansion Site. The role's salary and fringe (22.5%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.

- **Teaching & Support Staff – Expansion Site (2.25- 2 positions at 1 FTE each and 1 position at 0.25 FTE):** The Teaching & Support Staff will assist in the delivery of instructional programs by supporting teaching activities, student engagement, classroom management. These positions will serve programming at the Expansion Site. The roles’ salary and fringe (22.5%) are charged under Programs – Salary/Fringe because this work is direct participant service, not administrative.

Fringe benefits for these positions include FICA, Health Benefits, State Unemployment Insurance (SUI), Retirement Benefits, and Workers’ Compensation. Fringe benefits are calculated using HRC Handbook Option 1, a flat fringe rate. There are two fringe rates applied:

- **Primary Site Staff:** The positions of Program and Impact Director, Manager Youth Success, Post Secondary Coordinator, and Teen Coordinator will be calculated at 27% of staff salary. Note that BTWCSC will invoice using its current agency-wide fringe rate (24.79%) until April 2026, when fringe will increase to 27%.
- **Western Addition Expansion Site:** The positions of Teaching Managerial and Teaching & Support Staff will be calculated at 22.5% fringe.

Per HRC guidance, all program staff time is recorded via timesheets to ensure costs are allocable to the grant, and no indirect activities are billed directly. Staff who split duties between program delivery and other projects will allocate time proportionally based on actual hours worked.

Non-Personnel Operating Costs (NPOC):

- **Academic Barrier Removal:** Covers student college application fees, textbooks, and tuition fees. Payments are made directly to universities for application and textbook fees and participants do not receive any of the funds directly. The cost of college application fees can be a significant and often insurmountable barrier for students from low-income backgrounds, limiting their options. This funding will empower students to apply to a broader range of institutions as this investment directly promotes equity, allowing students to pursue best fit colleges without financial constraint.

Materials & Supplies:

- **Program Supplies:** This fund covers materials, and workshop supplies to support youth learning and engagement. Costs are distributed across the entire grant period to ensure students have continuous access to high-quality learning tools and resources that support program outcomes.

Subawards / Contractual: N/A

Indirect: BTWCSC opts for the standard 15% de minimis indirect rate on Modified Total Direct Costs (MTDC). MTDC includes all direct costs except participant financial support. The

MTDC base comprises program staff salaries and fringe, participant material supports, and program supplies. BTWCSC confirms that no costs charged here are also billed directly, in accordance with HRC's prohibition against double-charging. Indirect costs support a portion of shared organizational costs such as office space, utilities, technology infrastructure, insurance, and financial management. Note that the Indirect Fee is capped in order to keep the total budget within the annual award amount. However, should BTWCSC have a cost savings in another cost category, BTWCSC may request a budget revision from HRC in order to recuperate the full 15%.

Appendix C - Form of Funding Request

Invoice Template

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of APRIL 1, 2026, 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 cost reimbursement(s) related to its grant. Below is a sample template of the information needed in order to process a cost reimbursement. Grantees have the choice of using this template or their own. If they choose their own, it must contain all the same elements as listed below, preferably in the same order.

- [Grantee Name]**
- [Street Address]**
- [City, State, Zip Code]**
- [Phone Number]**
- [Email Address]**

- Invoice Date: [MM/DD/YYYY]**
- Invoice Number: [Unique Invoice Number]**
- Service Period: [Date or Date Range When Services/Goods Were Provided]**

Bill To:
City and County of San Francisco
Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102

- Budget Information:**
- Grant ID: [Grant ID, if applicable]**
 - Purchase Order ID: [Purchase Order ID, if applicable]**
 - Supplier ID: [Supplier ID, if applicable]**

Invoice Details:

Cost Category	Account	Subtotal	Allocable Amt	Total
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]
Total				

- Grantee’s Signature:**
- [Signature]**
 - [Printed Name]**
 - [Title]**
 - [Date]**

Grant Budget and Actuals Table:

This table should contain the line-item budget amounts, year-to-date actuals, the requested reimbursement, and the remaining balance of the grant. **It will allow the grantee and the HRC to validate the reimbursement and ensure accurate financial management.**

Original budget is the budget at the time the grant was initially executed. Revised budget should be inclusive of all budget modifications to-date. Requested reimbursement is the total amount being requested for the service period represented by the invoice.

Cost Category	Account	Original Budget	Revised Budget	Actuals YTD	Requested Reimbursement	Remaining Balance
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]
[Category]	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]
Total	Acct	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]	[\$Amt]

Receipts Crosswalk:

This documentation ensures that receipts can be validated in an organized fashion and provides clarity as to where receipts are being applied in the grantee’s budget. Listing the Total Receipt amount and the **Total Reimbursable amounts** ensures clarity for any receipts in which the total amount listed in the supporting document is not being requested for reimbursement. For example, if an ineligible expense is included in a receipt where there are also eligible expenses, the ineligible expense should be redacted **and the portion of the receipt that is eligible should be highlighted. The highlighted portions should be listed as line items like in the example table below.**

Receipt #	Date	Short Description	Cost Category	Account	Total Receipt	Total Reimbursable
[Receipt #]	MM/DD/YYYY	[Description of Item]	[Category]	Acct	[\$Amt]	[\$Amt]
[Receipt #]	MM/DD/YYYY	[Description of Item]	[Category]	Acct	[\$Amt]	[\$Amt]
Total	MM/DD/YYYY				[\$Amt]	[\$Amt]

Receipts and Other Supporting Documentation:

This section will include all the receipts in order that they are listed in the Receipts Crosswalk table above There should be one receipt per page. Receipts must conform to HRC requirements listed in *Doing Business with HRC Handbook*. **Photos of receipts will not be accepted.**

Appendix D - Grantee's Interests In Other City Contracts

Grantee is either a party to a contract, or is a subcontractor/subgrantee, or otherwise receives funding from City, in the following City contracts.

City Department or Commission	Date of Contract	Amount of Contract	Contract Number/ID	Contract Title/Description
DPH Public Health	7/1/2022	6,274,757	1000025063	DPH BHS Black African American
HSA Human Services Agency	7/1/2023	968,000	1000029840	HSA Community services FY23-27
HSA Human Services Agency	7/1/2023	585,200	1000029834	HSA Neighborhood CS FY23-27
Human Rights Commission	Pending	\$600,000.00	Pending	BSAFE housing program
Human Rights Commission	Pending	\$900,000.00	Pending	Legacy Builders Teen/TAY youth pathways program
Human Rights Commission	Pending	\$550,000.00	Pending	Freedom School Program for youth development

Appendix E - Permitted Subgrantees

None.

Appendix G - Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains while providing services under this Agreement:
 - a. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about individual program participants: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
 - b. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above, and implement industry standard protections based on the assessment. This assessment should include consideration of all of the following:
 - I. How such information is protected;
 - II. ii. How use of such information is limited to appropriate purposes;
 - III. iii. How such information is stored, including how computer systems are encrypted and how cloud storage or other online services are used;

- IV. iv. How Grantee’s employees, agents, or subcontractors are allowed to use and share such information;
- V. v. If applicable, what rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
- VI. vi. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
- VII. vii. How a participant is allowed to access information held by Grantee about that participant.

- c. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

HRCGrants@sfgov.org



San Francisco Department of Public Health

Daniel Tsai
 Director of Health

City and County of San Francisco
 Daniel L. Lurie
 Mayor

FY 25-26 Funding Notification # 1

July 21, 2025

Shakirah Simley, Executive Director
 Booker T. Washington Community Service Center
 800 Presidio Avenue
 San Francisco, CA 94115

The Department of Public Health Business Office has allocated the amount below as [Booker T. Washington Community Service Center's](#) funding for fiscal year **25-26**. This allocation is summarized in the table below and funding details for each section are included in the attached spreadsheets.

Contract ID# ¹	DPH Section ¹	FY 24-25 Funding Amount	FY 25-26 Funding Amount	Change in Funding
1000025063	BHS – Mental Health	\$914,072	\$923,213	\$9,141
	CHEP	\$547,892	\$507,494	-\$40,398
	HPH	\$125,925	0	-\$125,925
TOTAL		\$1,587,889	\$1,430,707	-\$157,182

¹ A backup funding detail is provided for each fiscal year by DPH section.

Contract Document Submission Deadline

Please submit the Description of Services (Appendix A) and Budget (Appendix B) including the appropriate subcontract agreement(s) (if applicable) no later than **August 4, 2025**. The Appendix A and B forms are available via the Contract Development & Technical Assistance (CDTA) website at www.sf.gov/cdta. These documents *must be submitted* via e-mail to cdtaunit@sfdph.org with your Agency's name in the subject title.

Revised Funding Notification

All funds allocated to [Booker T. Washington Community Service Center](#) are dependent on availability of funding to DPH. DPH will adjust this allocation upon notification of changes from funding sources, issue a revised funding notification letter, and request that [Booker T. Washington Community Service Center](#) modify its contract to the amount of funding available. Other reasons that may impact the total allocation include the

ability of [Booker T. Washington Community Service Center](#) to meet contractual objectives or to comply with contractual requirements.

We look forward to working with you and your staff in the provision of these services. If you have any questions, please contact **April Crawford** at **(628)754-9558** or via email at **april.j.crawford@sfdph.org**.

Sincerely,



Alice Kurniadi
Deputy Budget Director
DPH Business Office

cc: April J. Crawford, Jessica Brown, Vincent Fuqua, Christina Goette, Kimberly Ganade, Paula Jones, Loan Wu, Philip Mach, Tara Marlowe, Teresa Garcia, Christopher Kim, Yong Cheng Cao, Mary Tan, Alan Fok, Weiwei Wu, Clifford Gee, Lai Saechao, Weijie Chen, Minnie Wong, Nick Hancock, Israel Alleyne

Funding Detail

DPH Section: BHS-Mental Health		RFP/RFQ # (or note if Sole Source): RFP 4-2022		
Revision #: 		Contract ID#: 1000025063		
Contractor: Booker T. Washington Community Service		CDTA Program Mgr: April Crawford		
Executive Director/Program Director: Shakirah Simley		CDTA Program Mgr Phone #: 628-754-9558		
Contractor Phone: 415-928-6596 ext. 100		CDTA Program Mgr Email: april.j.crawford@sfdph.org		
Contractor E-mail Address: ssimley@btwcsc.org		Contract Analyst: Loan Wu		
Program				
		FY24-25	FY25-26	Variance
Black African American Community Wellness Health Initiative		914,072	923,213	9,141
Total		914,072	923,213	9,141
Funding Mix				
	Fund-Dept-Auth-Proj-Activity	FY24-25	FY25-26	Variance
MH MSA (PEI)	11630-251984-17156-10031199-0107	914,072		-914,072
MH MSA (PEI)	11630-251984-17156-10031199-0123		923,213	923,213
Total		914,072	923,213	9,141
Variance Explanation:				
FY25-26				
FY24-25			914,072	
1% MSA increase			9,141	
Total			923,213	

Funding Detail											
DPH Community Programs Section: Community Health Equity & Promotion								FP/RFQ # (or note if Sole Source) RFP4-2022			
Revision #:								FSP Contract ID: 1000025063			
Contractor: Booker T Washington Community Service Center								CDTA Program Mgr: April Crawford			
Executive Director/Program Director: Shakirah Simley								CDTA Program Mgr Phone: 628-754-9558			
Contractor Phone: 415-928-6596 ext. 100								CDTA Program Mgr Email: april.crawford@sfdph.org			
Contractor E-mail Address: ssimley@btwcsc.org								Contract Analyst: Loan Wu			

DETAILS OF FUNDING									
Program Name:	Modality/ Service Category:	Funding Source:	Index Code Dept/Auth/Proj/Activity ID:	FISCAL YEAR	Previous Funding Amount	Revised Funding Amount	Change in Fund Amount	Term for Current Funding (mm/dd/yy - mm/dd/yy)	Reason for Change in Funding
Black African American Community Wellness Health Initiative	Admin Capacity Bldg.	General Fund	HCHPHLTEDGF Dept ID 251929 Auth ID 10000 Project ID 10026706 Activity ID 0001	FY23-24	490,214	490,214	0	07/01/23-06/30/24	FY23-24 allocation + 4.75% CODB
Black African American Community Wellness Health Initiative	Admin Capacity Bldg.	General Fund	HCHPHLTEDGF Dept ID 251929 Auth ID 10000 Project ID 10026706 Activity ID 0001	FY24-25	547,892	547,892	0	07/01/24-06/30/25	FY24-25 allocation + 2.5% CODB + One-Time Carryforward
Black African American Community Wellness Health Initiative	Admin Capacity Bldg.	General Fund	HCHPHLTEDGF Dept ID 251929 Auth ID 10000 Project ID 10026706 Activity ID 0001	FY25-26	0	507,494		07/01/25-06/30/26	FY25-26 allocation + 1% CODB
		Totals for this Sheet:			\$ 1,038,106	\$ 1,545,600	\$ 0		

Explanation of Change: FY25-26 allocation + 1% CODB

Fiscal Year	Budget Amount	Notes
FY22-23	467,985	FY22-23 Allocation
Change	22,229	FY23-24 4.75% CODB
FY23-24	490,214	
FY24-25	502,469	FY24-25 allocation + 2.5% CODB
FY24-25	45,423	CarryForward amount
FY25-26	507,494	FY25-26 allocation + 1% CODB

DPH Section Revision # Contractor Executive Director Contractor Phone Contractor Email	HPH-Community Health				RFP/RFQ/Sole Source		RFP 4-2022	
	n/a				Contract ID #		1000025063	
	Booker T. Washington Community Service Center				CDTA Program Manager		April Crawford	
	Shakirah Simley				CDTA Program Manager Phone		628-754-9558	
	415-928-6596 ext. 100				CDTA Program Manager Email		april.j.crawford@sfdph.org	
ssimley@btwcsc.org				Contract Analyst		Loan Wu		
Program					FY 24-25	FY 25-26	Variance	
Black African American Community Wellness & Health Initiative					125,925	0	-125,925	
Total					125,925	0	-125,925	
Funding Mix					FY 24-25	FY 25-26	Variance	
Dream Keeper Initiative (DKI)		10020-251929-21748-10036606-0001			125,925	0	-125,925	
Total					125,925	0	-125,925	
Funding Explanation								
FY 25-26						FY 25-26		
FY 24-25 Funding Amount						125,925		
To remove FY24-25 One-Time DKI funding						-125,925		
FY 25-26 Total						0		

EXHIBIT D

RULES AND REGULATIONS

1. Tenant may not obstruct the sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building or use them for any purpose other than for ingress to and egress from the Premises. City retains the right to control and prevent access to the halls, passages, exits, entrances, elevators, escalators, and stairways that are not for the use of the general public, and City retains the right to control and prevent access of all persons whose presence in City's judgment would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, but that nothing in these Rules and Regulations may construed to prevent access to persons with whom Tenant normally deals in the ordinary course of its business, unless those persons are engaged in illegal activities. Tenant may not go on the roof of the Building.

2. No sign, placard, picture, name, advertisement, or notice visible from the exterior of the Premises may be installed or displayed by Tenant on any part of the outside or inside of the Building without City's prior written consent. At Tenant's expense and without notice, City may remove any sign installed or displayed in violation of this rule. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at Tenant's expense by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

3. The Premises may not be used for the storage of merchandise held for sale to the general public or for lodging.

4. Tenant will not cause any unnecessary labor because of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

5. City will furnish Tenant with two (2) initial keys to the Premises, free of charge. City may make a reasonable charge for additional keys and for having locks changed. Tenant will not make or have made additional keys without City's prior written consent, which consent will not be unreasonably withheld or delayed. Tenant will not alter any lock or install any new or additional locking devices without City's prior written consent. All locks installed in the Premises, excluding Tenant's vaults and safes, or special security areas (which will be designated by Tenant in a written notice to City), will be keyed to the Building master key system. City may make reasonable charge for any additional lock, or any bolt (including labor) installed on any door of the Premises. Tenant, on the termination of its tenancy, will deliver to City all keys to doors in the Premises. If Tenant loses any keys, Tenant will pay City for the cost of re-keying the Premises.

6. The elevators to be used for the loading of freight will be available to Tenant in accordance with reasonable scheduling as City may deem appropriate. Tenant will schedule with City, by written notice given no less than forty-eight (48) hours in advance, its move into or out of the Building. Moving may occur only on weekend days unless otherwise permitted by City. Tenant will reimburse City on demand for any additional security or other charges incurred by City as a consequence of Tenant's moving. The persons employed by Tenant to move equipment or other items in or out of the Building must be acceptable to City. The floors,

corners, and walls of elevators and corridors used for the moving of equipment or other items in or out of the Building will be adequately covered, padded, and protected, and City may provide padding and protection, at Tenant's expense, if City determines that Tenant's measures or Tenant's movers are inadequate. City may prescribe the weight, size, and position of all equipment, materials, supplies, furniture, or other property brought into the Building. If considered necessary by City, heavy objects will stand on wood strips of thickness necessary to properly distribute the weight of the objects. City will not be responsible for loss of or damage to any of Tenant's property from any cause, and all damage done to the Building by moving or maintaining Tenant's property will be repaired at the expense of Tenant.

7. Tenant may not use or keep in the Premises or the Building any kerosene, gasoline, or flammable, combustible, or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Tenant will not use, keep, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building because of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business in the Building.

8. City reserves the right to exclude from the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays, and legal holidays all persons who do not present a pass to the Building signed by City and properly in the possession of the person presenting the pass. City will furnish passes to persons as requested by Tenant in writing. Tenant will be responsible for all persons for whom it requests passes and will be liable to City for all acts of those persons. City will in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering action advisable in City's opinion, City reserves the right to prevent access to the Building by any action as City may deem appropriate, including closing any doors in the Building.

9. The directory of the Building will be provided for the display of the name and location of tenants and a reasonable number of the principal officers and employees of tenants, but City reserves the right to exclude any other names from the directory. City must approve any additional name that Tenant desires to place on the directory and, if so approved, a charge will be made for each name.

10. Tenant may not cut or bore holes for wires in the partitions, woodwork, or plaster of the Premises. Tenant may not affix any floor covering to the floor of the Premises in any manner except as approved by City.

11. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings or decorations may be attached to, hung or placed in, or used in connection with any window of the Building without City's prior written consent. In any event, with City's prior written consent, the items will be installed on the office side of City's standard window covering and will in no way be visible from the exterior of the Building.

12. Tenant will ensure that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant leave the Premises each day, to

prevent waste or damage. For any Tenant default or carelessness, Tenant will pay for, repair, or otherwise compensate for all injuries and damages sustained by other tenants or occupants of the Building or City. On multiple-tenancy floors, all tenants will keep the doors to the Building corridors closed at all times except for ingress and egress, and all tenants will at all times comply with any rules or orders of the fire department with respect to ingress and egress.

13. The toilet rooms, toilets, urinals, wash bowls, and other apparatus may not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever may be deposited in them. The expense of any breakage, stoppage, or damage resulting in any violation of this rule will be borne by Tenant.

14. Except with City's prior consent, Tenant may not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk or mall area adjacent to the Premises for the sale of, newspapers, magazines, periodicals, theater tickets, or any other goods, merchandise, or service. Tenant may not carry on, or permit, or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants or any other portion of the Building, and the Premises may not be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.

15. Tenant may not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building. Tenant will not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

16. Tenant will not use in any space any hand-trucks except those equipped with rubber tires and side guards or other material-handling equipment as City may approve. No other vehicles of any kind may be brought by Tenant into the Building or kept in or about the Premises.

17. Tenant will store all its trash and garbage within the Premises until it is removed to the location in the Building as designated from time to time by City. No material may be placed in the Building trash boxes or receptacles if the material is of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of San Francisco without being in violation of any Legal Requirements governing its disposal.

18. All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be made only through the entryways and freight elevators and at the times as City may designate. In its use of the loading areas of the Building, Tenant may not obstruct or permit the obstruction of the loading areas, and at no time may Tenant park vehicles in the loading areas except for immediate loading and unloading purposes.

19. Canvassing, soliciting, peddling, or distribution of handbills or any other written material in the Building is prohibited and Tenant will cooperate to prevent the forgoing.

20. Upon City's request (which request need not be in writing), Tenant will immediately reduce its lighting in the Premises for temporary periods designated by City, when required in City's judgment to prevent overloads of the mechanical or electrical systems of the Building.

- 21.** City reserves the right to select the name of the Building and change of name as it deems appropriate from time to time, and Tenant will not refer to the Building by any name other than **(a)** the name as selected by City (as the same may be changed from time to time), or **(b)** the postal address approved by the United States Post Office. Tenant will not use the name of the Building in any respect other than as an address of its operation in the Building without City's prior written consent.
- 22.** Tenant assumes all responsibility for protecting its Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry closed.
- 23.** No vending machine may be maintained or operated within the Premises or the Building without City's prior written consent.
- 24.** All incoming mail and package deliveries will be received at the area in the Building designated by City for those purposes and distributed through means established by City. No messenger or other delivery personnel will be permitted to enter any area of the Building other than the area designated by City for the pick-up and receipt of deliveries.
- 25.** City reserves the right to exclude or expel from the Building any person who is, in City's judgment, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Rules or Regulations of the Building.
- 26.** No animal or bird is permitted in the Premises or the Building, except for service animals when in the company of their masters.
- 27.** The requirements of Tenant will be attended to only on request received by telephone, email, or writing or in person at the management office of the Building. City employees will not perform any work or do anything outside of their regular duties unless under special instructions from City.
- 28.** City may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no waiver by City may be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, or prevent City from later enforcing any Rules and Regulations against any or all of the tenants of the Building.
- 29.** Wherever the word "Tenant" occurs in these Rules and Regulations, it means Tenant's associates, agents, clerks, employees, and visitors. Wherever the word "City" occurs in these Rules and Regulations, it means City's assigns, agents, officers, employees, and visitors.
- 30.** These Rules and Regulations are in addition to and will not be construed in any way to modify, alter, or amend, in whole or part, the terms, covenants, agreements, and conditions of any lease of premises in the Building.
- 31.** City reserves the right to make other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Building, and for the preservation of good order.

32. Tenant will be responsible for the observance of all the Rules and Regulations by Tenant's employees, agents, clients, customers, invitees, and guests.

EXHIBIT E

FIRST SOURCE HIRING AGREEMENT

EXHIBIT F

STORMWATER FLOOD RISK DISCLOSURE

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS BLOCK 0772, LOT 022, AT THE FOLLOWING STREET ADDRESS: 1050 McAllister St., San Francisco, CA. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED PROPERTY IN COMPLIANCE WITH ARTICLE 51 OF THE SAN FRANCISCO POLICE CODE. IT IS NOT A WARRANTY OF ANY KIND BY THE CITY AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE TENANT MAY WISH TO OBTAIN.

The City discloses the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to rent or lease the subject property. City authorizes any agent(s) representing any tenant in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated rental or lease of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE CITY AS REQUIRED BY THE CITY AND COUNTY OF SAN FRANCISCO AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE CITY AND TENANT.

The City and County of San Francisco recognizes that it is in the public interest to ensure that persons who own properties at risk of flooding have information about their flood risk so they can take steps to mitigate the risk, such as flood-proofing their property or purchasing flood insurance. It is also in the public interest to ensure that before persons purchase, rent, or lease real property they have notice regarding the stormwater flood risk to their property. Mandatory disclosure before sale, rent, or lease is an effective tool for ensuring that transferees (including buyers and tenants) of real property in San Francisco have access to this important information.

*Accordingly, the San Francisco Public Utilities Commission has adopted the 100-Year Storm Flood Risk Map. **The above-referenced property is located in a “100-year storm flood risk zone” as shown on the 100-Year Storm Flood Risk Map. Accordingly, the property may be subject to deep and contiguous flooding during a 100-year storm event due to stormwater flow and drainage, and you may experience inconveniences, costs, and governmental requirements related to that flooding.***

A 100-year storm event means a storm that has a 1% probability of occurring at a particular location in a given year.

If the property is in a “100-year storm flood risk zone” as shown on the 100-Year Storm Flood Risk Map, that does not mean the property is subject to flooding only during a 100-year storm event. The property may also flood at other times and from other causes.

The 100-Year Storm Flood Risk Map shows only areas subject to flood risk in a 100-year storm event due to precipitation and related stormwater runoff. It does not show all areas of San Francisco that are subject to flood risk due to inundation, storm surge, high tides, stormwater

systems blockages, or other causes of flooding, and should not be relied upon to provide a complete assessment of a property's risk of flooding.

The 100-Year Storm Flood Risk Map may be found at <https://www.sfwater.org/index.aspx?page=1229> and is on file with the San Francisco Public Utilities Commission at 525 Golden Gate Avenue, San Francisco, CA 94102. For additional information pertaining to this disclosure and the 100-Year Storm Flood Risk Map, please contact the San Francisco Public Utilities Commission at RainReadySF@sfwater.org or (415) 695-7326.

The person signing below on behalf of the City certifies that the information in this disclosure is true and correct to the best of such person's knowledge as of the date below.

*City and County of San Francisco,
a municipal corporation*

By: _____

Print Name: _____

Print Title: _____

Date _____

II

TENANT MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Tenant _____ Date _____

Tenant _____ Date _____

*Agent for Tenant _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker-Signature)*

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.