

**CITY AND COUNTY OF SAN FRANCISCO**  
**HUMAN SERVICES AGENCY**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**GLIDE FOUNDATION**  
**Grant ID: 1000035496**

---

**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1, 2025**, in the City and County of San Francisco, State of California, by and between **Glide Foundation, 330 Ellis Street, San Francisco, CA 94102** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the **Human Services Agency** (“Department”),

**RECITALS**

**WHEREAS**, the Agreement was competitively procured as required through **RFP # 1163 issued December 3, 2024** and is consistent therewith; and

**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:

**To provide free, high quality, and reliable meals to low-income San Franciscans,** and

**WHEREAS**, the City’s Board of Supervisors approved this Agreement by Resolution **«resolution #» «BOS approval date»**; 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 B.
- (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 A and 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 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 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, 2025 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.**

The amount of the Grant Funds disbursed hereunder shall not exceed **Twelve Million, Eight Hundred Thirty-Two Thousand, Five Hundred Eighty-Eight Dollars (\$12,832,588)** for the period from **July 1, 2025 to June 30, 2029, plus any contingent amount authorized by City and certified as available by the Controller.**

**Contingent amount:** Up to **One Million, Two Hundred Eighty-Three Thousand, Two Hundred Fifty-Nine Dollars (\$1,283,259)** may be available, in the City's sole discretion as a contingency but only subject to written authorization by the City and if monies are certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Fourteen Million, One Hundred Fifteen Thousand, Eight Hundred Forty-Seven Dollars (\$14,115,847)** for the period from **July 1, 2025 to June 30, 2029.**

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount and may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. 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 Controller. Grantee agrees to fully comply with these laws, regulations, and policies and 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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

**5.4 Reserved.**

**5.5 Cost of Doing Business Adjustment.** The City may, acting in its sole discretion, adjust the Grant amount in any year to reflect a Cost of Doing Business ("CODB") adjustment as authorized by the San Francisco Board of Supervisors. The Board of Supervisors and the Mayor will make the CODB determination annually through the budget process. Grantee understands and agrees that the CODB adjustment is wholly discretionary and not a Grantee entitlement.

**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.
- (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.
- (d) **Reserved.**
- (e) **Reserved.**
- (f) **Reserved.**
- (g) **Reserved.**

**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.

## **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 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: **HUMAN SERVICES AGENCY**  
**DIRECTOR OF CONTRACTS, GB00**  
**OFFICE OF CONTRACT MANAGEMENT**  
**P.O. BOX 7988**  
**SAN FRANCISCO, CA 94120-7988**

If to Grantee: **GLIDE FOUNDATION**  
**330 ELLIS STREET**  
**San Francisco, CA 94102**  
Attn: **Gina Fromer**  
Email: **gfromer@glide.org**

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## **ARTICLE 16 COMPLIANCE**

- 16.1 Reserved.**

- 16.2 Nondiscrimination 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 <https://www.sf.gov/information/minimum-compensation-ordinance>. 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 Reserved.**

**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 Duty to Collect and Record Client Sexual Orientation and Gender Identity (SOGI) Data.** Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients’ sexual orientation and gender identity, and reporting such data to the Department **annually**. In seeking to collect information about clients’ sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health’s Policies and Procedures entitled “Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, and “Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data,” reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients’ sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

**16.16 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.

#### **16.17 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.

**16.18 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.

**16.19 Reserved.**

#### **16.20 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.

## **16.21 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, Scope of Work**  
**Appendix B, Budget**  
**Appendix C, Method of Payment**  
**Appendix D, Interest in other City Grants**  
**Appendix E, Permitted Subcontractors**  
**Appendix F, Confidentiality and Privacy Terms**

- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- 17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:
- |                 |  |
|-----------------|--|
| Section 4.3     | Ownership of Results.                        |
| Section 6.4     | Financial Statements.                        |
| Section 6.5     | Books and Records.                           |
| Section 6.6     | Inspection and Audit.                        |
| Section 6.7     | Submitting False Claims; Monetary Penalties. |
| Article 7       | Taxes.                                       |
| Article 8       | Representations and Warranties.              |
| Article 9       | Indemnification and General Liability.       |
| Section 10.4    | Required Post-Expiration Coverage.           |
| Article 12      | Disclosure of Information and Documents.     |
| Section 13.4    | Grantee Retains Responsibility.              |
| Section 14.3    | Consequences of Recharacterization.          |
| This Article 17 | Miscellaneous.                               |
- 17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

**17.12 Dispute Resolution Procedure.** The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

**Step 1** The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

**Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

**Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

**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.

**17.15 Compliance with Laws Requiring Access for People with Disabilities.**

**17.15.1** Contractor 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 contractor, must be accessible to people with disabilities. Contractor 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. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any



violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**17.15.2** Reserved.

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 SERVICES AGENCY

By: \_\_\_\_\_  
Trent Rhorer  
Executive Director

**Approved as to Form:**

David Chiu  
City Attorney

By: \_\_\_\_\_  
Valerie Lopez  
Deputy City Attorney

**GRANTEE:**

**GLIDE FOUNDATION**

By: \_\_\_\_\_  
Name: Gina Fromer  
Title: Executive Director

Cell Phone: 415-559-2637

Federal Tax ID #: 94-1156481  
City Supplier Number: 0000019495

**Appendix A – Services to be Provided**  
**Glide Foundation**  
**Free Meals**  
**July 1, 2025 – June 30, 2029**

**I. Purpose of Grant**

The purpose of this grant is to provide free, high quality, and culturally tailored meals to low-income San Franciscans with a focus on the Tenderloin and South of Market neighborhoods.

**II. Definitions**

Bottled Water	As defined in San Francisco Bottled Water Ordinance, located in the San Francisco Environment Code, Chapter 24, Section 2401 <i>et seq</i>
CARBON	SFHSA’s web-based Contracts Administration, Reporting, and Billing On-line System
CFAT	The Citywide Food Access Team, which originated in the City’s COVID-19 Command Center to support the food security of San Franciscans impacted by the COVID-19 outbreak. The unit now sits within SFHSA.
City	City and County of San Francisco, a municipal corporation
Culturally Relevant	Foods and preparations of foods that acknowledge and appreciate the experiences, traditions, and diverse preferences of a particular population.
Dietary Guidelines for Americans (DGA)	Evidence-based food and beverage recommendations for Americans ages 2 and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA). <a href="https://health.gov/dietaryguidelines/">https://health.gov/dietaryguidelines/</a>
Dietary Reference Intakes (DRI)	Nutrient reference values published by the Institute of Medicine (IOM) that represent the most current scientific knowledge on nutrient needs of healthy populations. <a href="https://www.nal.usda.gov/fnic/dietary-reference-intakes">https://www.nal.usda.gov/fnic/dietary-reference-intakes</a>
Food Security	When all people, at all times, have physical, social, and economic access to sufficient, safe and nutritious food which meets their dietary needs and food preferences for an active and healthy life.

FY	Fiscal Year, starting July 1 and ending June 30
Grantee	Glide Foundation
HACCP	Hazard Analysis of Critical Control Points, a prevention-based food safety system focusing on time and temperature control at different crucial food service system points, monitoring and documenting practices, and taking corrective actions when failure to meet critical limits is detected.
Low-income	Having income at or below 200% of the federal poverty line defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. This is only to be used by consumers to self-identify their income status, not as a means test to qualify for the program.
Menu Analysis	An evaluation conducted by a registered dietitian (RD/RDN) that includes a nutrient analysis of the meals offered through the free meals program. The purpose of the nutrient analysis is to determine if daily meals and weekly menus comply with the regulatory nutritional standards. At a minimum, the analysis will include calories, protein, fat, saturated fat, fiber, calcium, magnesium, sodium, vitamin A, vitamin C, vitamin D, and vitamin B12. When utilizing a computerized menu analysis, the grantee will analyze meals on a weekly basis for a minimum of two (2) weeks.
RD/RDN	Registered Dietitian / Registered Dietitian Nutritionist: An individual who shall be both: 1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration. A Registered Dietitian (R.D.) shall be covered by professional liability insurance either individually (if a consultant) or through grantee.
Service Unit	One breakfast, lunch, or dinner meal provided to an individual through this grant
SFHSA	San Francisco Human Services Agency
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve ( <i>Chapter 104, Sections 104.1 through 104.9</i> ).

Sugar-Sweetened Beverage	"Sugar-Sweetened Beverage" as defined in San Francisco Administrative Code, Chapter 101, Section 101 <i>et seq</i>
--------------------------	--

### III. Priority Population

This program is designed to serve all people who can benefit from the services outlined in this Appendix, and particularly those demonstrating the greatest economic and social need. To ensure that the most vulnerable people are aware of and can benefit from this program, Glide Foundation will ensure that program services are accessible to food-insecure community members in the Tenderloin and South of Market neighborhoods.

### IV. Description of Services

Grantee shall provide the following services during the term of this grant:

1. Grantee shall prepare and serve breakfast, lunch, and dinner to program participants seven days a week at a location accessible to individuals in the Tenderloin and South of Market neighborhoods in Supervisorial Districts 5 and 6.
2. Grantee shall include to-go meal options as appropriate when requested by SFHSA.
3. Grantee will develop and maintain program policies and procedures that are in compliance with and meet the nutrition and foodservice standards set forth by the California Retail Food Code (CRFC) and CFAT.
4. Grantee will ensure that the procurement, preparation, service, and distribution of all meals meet all applicable local, state, and federal food, sanitation, health and safety requirements.
5. Grantee will have a qualified manager on staff who conducts the day-to-day management and administrative functions of the program. The grantee will ensure the manager on staff possesses a food safety manager certification.
6. Grantee will ensure that services provided are consistent with professional standards for this service and that there is a sufficient number of qualified staff, paid and/or volunteer, with the appropriate education, experience, and cultural competency to carry out the requirements of the program and deliver quality services to meet the needs of the consumers.
7. Grantee shall make services accessible to non-English speakers via written translated signs or by providing volunteers or staff who collectively speak at minimum Chinese and Spanish.
8. Grantee shall provide a security team for meal program operation. This team will be responsible for helping to maintain safety for clients and staff, and for mediation and conflict resolution throughout the day at the program site.
  - i. Grantee shall equip the security team with identifying and noticeable uniform apparel to support a noticeable presence while providing service during the free meals program.
  - ii. Grantee shall provide quarterly in-service trainings for the security team to enhance their skills to effectively mediate and resolve

conflicts when they arise and to maintain safety for clients and staff. Topics may include but are not limited to harm reduction, de-escalation, mental health, first aid, and successful engagement with program clients.

9. Grantee will ensure that a registered dietitian (RD/RDN) conducts and documents an on-site HACCP safety and sanitation monitoring of the production kitchen during meal preparation and the meal service site at least once per quarter and a minimum of four times during the fiscal year.
10. Grantee will ensure that a RD/RDN conducts and documents quarterly in-service trainings for free meals program staff. Topics shall include at a minimum HACCP procedures, emergency preparedness, OSHA and other kitchen safety standards. Grantee will also provide the in-service trainings as part of a new employee and/or volunteer orientation process and additional in-service trainings as needed to address any HACCP monitoring findings and/or to reinforce best food safety and sanitation practices as needed. Grantee will document, schedule, and conduct in-service trainings in a timely manner when there are monitoring findings.
11. Grantee will submit for review and approval by CFAT every 6 months or less, and at least one month in advance of use, a minimum of a two-week cycle menu for the free meals program with the required corresponding nutrient analysis completed by their staff or consultant RD/RDN.
12. Grantee shall ensure the three meals each day collectively provide 100% of the daily Dietary Reference Intake (DRI) for major nutrients and comply with the current Dietary Guidelines for Americans, published by the USDA and the U.S. Department of Health and Human Services.
13. Grantee will ensure that the RD/RDN on staff or consultant RD/RDN reviews and approves menu substitutions in advance of their use and that staff documents the substitutions made.
14. Grantee will develop a grievance policy with approval from CFAT. The grievance policy must be translated into languages spoken by program clients.
15. Grantee will comply with the City's Food Service Waste Reduction Ordinance (2007) and Single-Use Foodware Plastics, Toxics and Litter Reduction Ordinance (2019), and use reusable, biodegradable, compostable and/or recyclable food service supplies.
16. Grantee will comply with the City's Collection of Sexual Orientation and Gender Identity Data Ordinance [SF Admin. Code Ch.104]
17. Grantee shall comply with the City's Sugar-Sweetened Beverage Funding Ban Ordinance [SF Admin. Code Ch.101]
18. Grantee shall comply with the City's San Francisco Bottled Water Ordinance [SF Admin. Code Ch.24]

## **V. Location and Time of Services**

Location: 330 Ellis St, San Francisco, CA 94102

Breakfast service begins at 8am everyday

Lunch service begins at 11:30am everyday

Dinner service begins at 4pm Monday-Friday with to-go dinners distributed after lunch Saturday-Sunday

## **VI. Service Objectives**

On an annual basis, Grantee shall meet the following service objectives:

- a. Provide at minimum 439,803 service units each fiscal year.

## **VII. Outcome Objectives**

On an annual basis, Grantee will meet the following outcome objectives:

- a. At least 85% of participants surveyed were satisfied with the available food choices.
- b. At least 90% of participants surveyed were satisfied with the quality of the food provided.
- c. At least 95% of participants surveyed expressed that they felt welcomed and respected when accessing services.
- d. At least 85% of the participants surveyed reported that the food they received was culturally relevant.
- e. At least 85% of participants surveyed reported they were less hungry as a result of this program.

Grantee shall survey participants during one meal service and aim for at minimum a 50% response rate based on meal service attendance. Grantee shall notify CFAT of survey plan and date of survey and receive approval prior to survey start.

## **VIII. Data Collection and Reporting Requirements**

- A. Grantee will enter monthly reports and metrics into the CARBON database system by the 15th of the following month that includes the following information:
  - a. Number of breakfast meals served daily and year-to-date totals
  - b. Number of lunch meals served daily and year-to-date totals
  - c. Number of dinner meals served daily and year-to-date totals
  - d. Number of active employees who make up the security team
- B. Grantee will submit HACCP monitoring reports of the production kitchen and meal service site to CFAT once per quarter. Quarterly reports due Oct. 15; Jan. 15; April 15; and July 15.
- C. Grantee shall provide an Annual Report summarizing grant activities, referencing the grant objectives described in Service Objectives and Outcome Objectives of the Appendix A. Grantee will submit the Annual Report in CARBON by the 15th of the month following the end of each program year.
- D. Once each FY, Grantee shall conduct a point-in-time survey of free meals program participants to capture the following client information:
  - Zip code
  - Race/ethnicity
  - Age
  - Gender Identity

- Sexual Orientation

Survey responses shall be compiled and submitted to the Program Manager by the 15th of the month following the end of each program year.

**E.** Grantee shall develop and deliver ad hoc reports as requested by SFHSA.

For assistance with reporting requirements or submission of reports, contact:

Emmy.Miller@sfgov.org  
Contract Manager, Office of Contract Management, SFHSA

or

Cathy.Huang@sfgov.org  
Program Manager, Citywide Food Access Team, SFHSA

## **IX. Monitoring Activities**

**A. Program Monitoring:** Program monitoring will include review of:

- i. Compliance with any City or State-mandated food regulations (i.e., adherence to the City's Sugary Beverage Prohibition, adherence to the California Retail Food Code);
- ii. Food procurement policies and planning;
- iii. Participant files if applicable;
- iv. Staff development and training activities (i.e. monthly trainings attended by staff);
- v. Program policies and procedures (i.e. house rules, ADA, denial of service, grievance procedures);
- vi. Customer satisfaction materials (i.e. client satisfaction surveys);
- vii. Programmatic and physical accessibility/cultural competence (i.e. facility/materials available to person with disabilities, written material in Spanish and Cantonese);
- viii. Outreach procedure/materials (i.e. written policy how clients will be outreached, flyers, newsletters, and other outreach material); and,
- ix. Client tracking system (i.e. system for tracking client data and group activities).

Program monitoring will also include assessment of services and progress towards both the Service and Outcome Objectives, back-up documentation for reporting progress towards meeting both service and outcome objectives, and discussion of any expected changes in ability to meet those objectives.

**B. Fiscal Compliance and Contract Monitoring:** Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities



Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

## HUMAN SERVICES AGENCY BUDGET SUMMARY BY PROGRAM

<b>Grantee/Contractor: Glide Foundation</b>				Full Term:	7/1/25 - 6/30/29
<b>Program: Free Meals</b>				Effective Date:	7/1/2025
New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Revision <input type="checkbox"/> Check One)				Modification #	
	<b>7/1/25 - 6/30/26</b>	<b>7/1/26 - 6/30/27</b>	<b>7/1/27 - 6/30/28</b>	<b>7/1/28 - 6/30/29</b>	<b>7/1/25 - 6/30/29</b>
<b>Annual # Free Meals</b>	<b>435,241</b>	<b>435,241</b>	<b>435,241</b>	<b>435,241</b>	1,740,964
<b>Annual # CAAP Bag</b>	<b>4,562</b>	<b>4,562</b>	<b>4,562</b>	<b>4,562</b>	18,248
Free Meals rate	\$7.31	\$7.31	\$7.31	\$7.31	
CAAP bag rate	\$5.48	\$5.48	\$5.48	\$5.48	
<b>HSA Expenditures</b>	<b>Original</b>	<b>Original</b>	<b>Original</b>	<b>Original</b>	<b>Total</b>
Salaries & Benefits	\$1,590,637	\$1,590,637	\$1,590,637	\$1,590,637	\$6,362,548
Operating Expenses	\$1,199,055	\$1,199,055	\$1,199,055	\$1,199,055	\$4,796,220
<b>Subtotal</b>	<b>\$2,789,692</b>	<b>\$2,789,692</b>	<b>\$2,789,692</b>	<b>\$2,789,692</b>	<b>\$11,158,768</b>
Indirect Percentage (%)	15%	15%	15%	15%	15%
Indirect Costs (Line 16 X Line 15)	\$418,455	\$418,455	\$418,455	\$418,455	\$1,673,820
Consultant/Subcontractor					
Direct Client Pass-Through					
Capital Expenses					
<b>Total HSA Expenses</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$12,832,588</b>
<b>Non-HSA Expenditures</b>					
Salaries & Benefits	\$1,946,421	\$1,946,421	\$1,946,421	\$1,946,421	\$7,785,684
Operating Expenses	\$1,062,312	\$1,062,312	\$1,062,312	\$1,062,312	\$4,249,248
Consultant/Subcontractor					
Direct Client Pass-Through					
Capital Expenses					
<b>Total NON-HSA Expenses</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$12,034,932</b>
<b>TOTAL HSA AND NON HSA EXPEDITURES</b>					
	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$24,867,520</b>
<b>HSA Revenues</b>					
General Fund	\$3,208,147	\$3,208,147	\$3,208,147	\$3,208,147	\$12,832,588
<b>Total HSA Revenues</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$3,208,147</b>	<b>\$12,832,588</b>
<b>NON HSA Revenues</b>					
In-kind Food	\$455,000	\$455,000	\$455,000	\$455,000	\$1,820,000
In-kind Volunteers	\$938,718	\$938,718	\$938,718	\$938,718	\$3,754,872
GLIDE Fundraising	\$1,615,015	\$1,615,015	\$1,615,015	\$1,615,015	\$6,460,060
<b>Total NON HSA Revenues</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$3,008,733</b>	<b>\$12,034,932</b>
<b>TOTAL HSA AND NON HSA REVENUE</b>					
	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$6,216,880</b>	<b>\$24,867,520</b>
<b>Prepared by: Jean Cooper /Ivy Silla</b>					
Telephone No. & Email: 415-674-6115 jeanc@glide.org/415-674-6238 isilla@glide.org				<b>HSA Budget Form (3/24)</b>	

Salaries & Benefits Detail

HSA Salaries & Benefits	Agency Totals		HSA Program		7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27- 6/30/28	Agency Total	7/1/28 - 6/30/29	7/1/25 - 6/30/29
	Annual Full Time Salary for FTE	Total FTE	% FTE funded by HSA (Max 100%)	Adjusted FTE	Original	Original	Original	Annual Full Time Salary for FTE	Original	Total
Director, Dining Services	\$150,000	1.00	65%	0.65	\$97,500	\$97,500	\$97,500	\$150,000	\$97,500	\$390,000
Manager, Daily Free Meals	\$100,095	1.00	65%	0.65	\$65,062	\$65,062	\$65,062	\$100,095	\$65,062	\$260,248
Asst. Manager, Purchasing and Operations	\$68,640	1.00	65%	0.65	\$44,616	\$44,616	\$44,616	\$68,640	\$44,616	\$178,464
Asst. Manager, Food Services	\$68,640	1.00	65%	0.65	\$44,616	\$44,616	\$44,616	\$68,640	\$44,616	\$178,464
Administrative Manager	\$80,000	1.00	50%	0.50	\$40,000	\$40,000	\$40,000	\$80,000	\$40,000	\$160,000
Meals Shift Lead 1	\$62,400	1.00	65%	0.65	\$40,560	\$40,560	\$40,560	\$62,400	\$40,560	\$162,240
Meals Shift Lead 2	\$61,369	1.00	65%	0.65	\$39,890	\$39,890	\$39,890	\$61,369	\$39,890	\$159,560
Meals Shift Lead 3	\$64,982	1.00	65%	0.65	\$42,238	\$42,238	\$42,238	\$64,982	\$42,238	\$168,952
Program Navigator	\$66,560	1.00	25%	0.25	\$16,640	\$16,640	\$16,640	\$66,560	\$16,640	\$66,560
Cook 1	\$58,254	1.00	65%	0.65	\$37,865	\$37,865	\$37,865	\$58,254	\$37,865	\$151,460
Cook 2	\$58,254	1.00	65%	0.65	\$37,865	\$37,865	\$37,865	\$58,254	\$37,865	\$151,460
Cook 3	\$58,254	1.00	65%	0.65	\$37,865	\$37,865	\$37,865	\$58,254	\$37,865	\$151,460
Prep Cook	\$52,000	1.00	65%	0.65	\$33,800	\$33,800	\$33,800	\$52,000	\$33,800	\$135,200
Steward 1	\$55,745	1.00	65%	0.65	\$36,234	\$36,234	\$36,234	\$55,745	\$36,234	\$144,936
Steward 2	\$49,920	1.00	65%	0.65	\$32,448	\$32,448	\$32,448	\$49,920	\$32,448	\$129,792
Dishwasher 1	\$50,835	1.00	65%	0.65	\$33,043	\$33,043	\$33,043	\$50,835	\$33,043	\$132,172
Dishwasher 2	\$58,254	1.00	65%	0.65	\$37,865	\$37,865	\$37,865	\$58,254	\$37,865	\$151,460
Dishwasher 3	\$48,880	1.00	65%	0.65	\$31,772	\$31,772	\$31,772	\$48,880	\$31,772	\$127,088
CST Manager	\$81,941	1.00	50%	0.50	\$40,971	\$40,971	\$40,971	\$81,941	\$40,971	\$163,884
CST Asst. Manager	\$70,000	1.00	50%	0.50	\$35,000	\$35,000	\$35,000	\$70,000	\$35,000	\$140,000
CST Shift Lead 1	\$58,240	1.00	65%	0.65	\$37,856	\$37,856	\$37,856	\$58,240	\$37,856	\$151,424
CST Shift Lead 2	\$58,240	1.00	65%	0.65	\$37,856	\$37,856	\$37,856	\$58,240	\$37,856	\$151,424
CST Shift Lead 3	\$59,466	1.00	65%	0.65	\$38,653	\$38,653	\$38,653	\$59,466	\$38,653	\$154,612
CST Monitor 1	\$57,606	1.00	65%	0.65	\$37,444	\$37,444	\$37,444	\$57,606	\$37,444	\$149,776
CST Monitor 2	\$52,000	1.00	65%	0.65	\$33,800	\$33,800	\$33,800	\$52,000	\$33,800	\$135,200
CST Monitor 3	\$49,920	1.00	65%	0.65	\$32,448	\$32,448	\$32,448	\$49,920	\$32,448	\$129,792
CST Monitor 4	\$48,880	1.00	65%	0.65	\$31,772	\$31,772	\$31,772	\$48,880	\$31,772	\$127,088
CST Monitor 5	\$52,988	1.00	65%	0.65	\$34,442	\$34,442	\$34,442	\$52,988	\$34,442	\$137,768
CST Monitor 6	\$50,960	1.00	65%	0.65	\$33,124	\$33,124	\$33,124	\$50,960	\$33,124	\$132,496
CST Monitor 7	\$48,880	1.00	65%	0.65	\$31,772	\$31,772	\$31,772	\$48,880	\$31,772	\$127,088
CST Monitor 8	\$48,880	0.80	65%	0.52	\$25,418	\$25,418	\$25,418	\$48,880	\$25,418	\$101,672
Volunteer Coordinator	\$65,000	1.00	65%	0.65	\$42,250	\$42,250	\$42,250	\$65,000	\$42,250	\$169,000
TOTALS	\$2,016,083	31.80	62%	19.82	\$1,242,685	\$1,242,685	\$1,242,685	\$2,016,083	\$1,242,685	\$4,970,740

FRINGE BENEFIT RATE	28%							28%		
EMPLOYEE FRINGE BENEFITS	28%	28%			\$347,952	\$347,952	\$347,952		\$347,952	\$1,391,808

TOTAL HSA SALARIES & BENEFITS					\$1,590,637	\$1,590,637	\$1,590,637		\$1,590,637	\$6,362,548
-------------------------------	--	--	--	--	-------------	-------------	-------------	--	-------------	-------------

NON-HSA Salaries & Benefits	Agency Totals		HSA Program		7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27- 6/30/28	Agency Total	7/1/28 - 6/30/29	7/1/25 - 6/30/29
	Annual Full Time Salary for FTE	Total FTE	% FTE in prog (Max 100%)	Adjusted FTE	Original	Original	Original	Annual Full Time Salary for FTE	Original	Total
Sr. Director Legacy Programs	\$185,000	1.00	15%	0.15	\$27,750	\$27,750	\$27,750	\$185,000	\$27,750	\$111,000
All Staff	\$2,016,083	31.80	38%	11.98	\$759,518	\$759,518	\$759,518	\$2,016,083	\$759,518	\$3,038,072
in-kind (volunteers)	\$938,718	20.94	100%	20.94	\$938,718	\$938,718	\$938,718	\$938,718	\$938,718	\$3,754,872
				-						
TOTALS	\$3,139,801	53.74	153%	33.07	\$1,725,986	\$1,725,986	\$1,725,986	\$3,139,801	\$1,725,986	\$6,903,944

FRINGE BENEFIT RATE	28%							28%		
EMPLOYEE FRINGE BENEFITS					\$220,435	\$220,435	\$220,435		\$220,435	\$881,740

TOTAL NON-HSA SALARIES & BENEFITS					\$1,946,421	\$1,946,421	\$1,946,421		\$1,946,421	\$7,785,684
-----------------------------------	--	--	--	--	-------------	-------------	-------------	--	-------------	-------------

Total HSA and NON-HSA Salaries and Benefits					\$3,537,058	\$3,537,058	\$3,537,058		\$3,537,058	
---	--	--	--	--	-------------	-------------	-------------	--	-------------	--

Grantee/Contractor: Glide Foundation					Appendix B, Page 3								
Program: Free Meals													
Operating Expenses Detail													
					7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29	7/1/25 - 6/30/29				
					Original	Original	Original	Original	Total				
Annual # Free Meals					435,241	435,241	435,241	435,241	1,740,964				
Annual # CAAP Bag					4,562	4,562	4,562	4,562	18,248				
HSA Operating Expenses													
Expenditure Category													
Office Supplies, Postage					\$1,000	\$1,000	\$1,000	\$1,000	\$4,000				
Printing and Reproduction					\$1,000	\$1,000	\$1,000	\$1,000	\$4,000				
Insurance					\$15,000	\$15,000	\$15,000	\$15,000	\$60,000				
Staff Training					\$17,500	\$17,500	\$17,500	\$17,500	\$70,000				
Uniforms					\$5,000	\$5,000	\$5,000	\$5,000	\$20,000				
Lease/Rental of Fleet					\$14,000	\$14,000	\$14,000	\$14,000	\$56,000				
Fleet Maintenance and Repair					\$7,000	\$7,000	\$7,000	\$7,000	\$28,000				
Lease/Rental of Kitchen Equipment					\$2,000	\$2,000	\$2,000	\$2,000	\$8,000				
Kitchen Equipment Maintenance and Repair					\$7,000	\$7,000	\$7,000	\$7,000	\$28,000				
Building Maintenance Supplies and Repair					\$20,000	\$20,000	\$20,000	\$20,000	\$80,000				
Janitorial					\$55,000	\$55,000	\$55,000	\$55,000	\$220,000				
Utilities(Elec, Water, Gas, Phone, Garbage)					\$65,000	\$65,000	\$65,000	\$65,000	\$260,000				
Telecommunications					\$8,000	\$8,000	\$8,000	\$8,000	\$32,000				
Food Costs					FY 24/25	FY 25/26	FY 26/27	FY 27/28					
Raw Food - Free Meals					per meal 2.01	2.01	2.01	2.01	\$874,834	\$874,834	\$874,834	\$874,834	\$3,499,336
Food Svc Supplies- Free Meals					per meal 0.20	0.20	0.20	0.20	\$87,048	\$87,048	\$87,048	\$87,048	\$348,192
Raw Food - CAAP					per meal 2.31	2.31	2.31	2.31	\$10,538	\$10,538	\$10,538	\$10,538	\$42,152
Food Svc Supplies- CAAP					per meal 0.20	0.20	0.20	0.20	\$912	\$912	\$912	\$912	\$3,648
Consulting/Professional Services													
RD/Nutritionist					\$8,223	\$8,223	\$8,223	\$8,223	\$32,892				
Other													
Total HSA Operating Expense					\$1,199,055	\$1,199,055	\$1,199,055	\$1,199,055	\$4,796,220				
NON-HSA Operating Expenses													
Expenditure Category													
Office Supplies, Postage					\$1,000	\$1,000	\$1,000	\$1,000	\$4,000				
Printing and Reproduction					\$1,000	\$1,000	\$1,000	\$1,000	\$4,000				
Insurance					\$5,000	\$5,000	\$5,000	\$5,000	\$20,000				
Staff Training					\$18,000	\$18,000	\$18,000	\$18,000	\$72,000				
Uniforms					\$5,000	\$5,000	\$5,000	\$5,000	\$20,000				
Lease/Rental of Fleet					\$7,000	\$7,000	\$7,000	\$7,000	\$28,000				
Fleet Maintenance and Repair					\$3,500	\$3,500	\$3,500	\$3,500	\$14,000				
Lease/Rental of Kitchen Equipment					\$700	\$700	\$700	\$700	\$2,800				
Kitchen Equipment Maintenance and Repair					\$300	\$300	\$300	\$300	\$1,200				
Building Maintenance Supplies and Repair					\$25,000	\$25,000	\$25,000	\$25,000	\$100,000				
Janitorial					\$25,000	\$25,000	\$25,000	\$25,000	\$100,000				
Utilities(Elec, Water, Gas, Phone, Garbage)					\$45,000	\$45,000	\$45,000	\$45,000	\$180,000				
Telecommunications					\$2,000	\$2,000	\$2,000	\$2,000					
Food Costs					FY 24/25	FY 25/26	FY 26/27	FY 27/28					
Raw Food - Free Meals					per meal 2.01	2.01	2.01	2.01	\$422,496	\$422,496	\$422,496	\$422,496	\$1,689,984
Food Svc Supplies- Free Meals					per meal 0.20	0.20	0.20	0.20	\$42,039	\$42,039	\$42,039	\$42,039	\$168,156
Consulting/Professional Services													
RD/Nutritionist					\$4,277	\$4,277	\$4,277	\$4,277	\$17,108				
Other													
In-kind Food					\$455,000	\$455,000	\$455,000	\$455,000	\$1,820,000				
Total NON-HSA Operating Expense					\$1,062,312	\$1,062,312	\$1,062,312	\$1,062,312	\$4,241,248				
Total HSA & NON-HSA Operating Expense					\$2,261,367	\$2,261,367	\$2,261,367	\$2,261,367	\$9,037,468				
					HSA Budget Form (3/24)								

**Subcontractors-Pass Thru**

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b><u>HSA Consultant/Subcontractor</u></b>					
Consultant A (remainder over \$25k)					
Subcontractor A (remainder over \$25k)					
<b><u>Total HSA Consultant/Subcontractor</u></b>					
<b><u>HSA Direct Client Pass-Through</u></b>					
Direct Client Pass-Through A					
Direct Client Pass-Through B					
<b><u>Total HSA Direct Client Pass-Through</u></b>					
<b><u>NON-HSA Consultant/Subcontractor</u></b>					
Consultant A					
Subcontractor A					
<b><u>Total NON-HSA Consultant/Subcontractor</u></b>					
<b><u>NON-HSA Direct Client Pass-Through</u></b>					
Direct Client Pass-Through A					
Direct Client Pass-Through B					
<b><u>Total NON-HSA Direct Client Pass-Through</u></b>					
<b><u>Total HSA &amp; NON-HSA Consultant/Subcontractor, Direct Client Pass- Through</u></b>					

HSA Budget Form (3/24)

Capital Expenses Detail

	7/1/25 - 6/30/26 Original	7/1/26 - 6/30/27 Original	7/1/27 - 6/30/28 Original	7/1/28 - 6/30/29 Original	7/1/25 - 6/30/29 Total
<b><u>HSA Equipment</u></b>					
Equipment A					
Equipment B					
<b><u>HSA Remodeling</u></b>					
Remodeling A					
Remodeling B					
<b>Total HSA Equipment and Remodeling</b>					
<b><u>NON-HSA Equipment</u></b>					
Equipment A					
Equipment B					
<b><u>NON-HSA Remodeling</u></b>					
Remodeling A					
Remodeling B					
<b>Total NON-DAS Equipment and Remodeling</b>					
<b>Total HSA &amp; NON-HSA Equipment and Remodeling</b>					

HSA Budget Form (3/24)

GLIDE's Daily Free Meals Program is proposing to serve **650,000 meals** each year, where **439,803 or 65% of meals will be funded through funds made available through RFP 1163.**

I. Estimated Service Unit Rate for HSA-funded Meals

Free Meals: 435,241 meals X 7.31 per meal = \$3,183,147 each fiscal year from FY26-FY29

CAAP: 4,562 meals X 5.48 per meal = \$25,000 each fiscal year from FY26 -FY29

II. Salary Detail

Total salaries

a. Daily Free Meals Program Staffing

i. Director, Dining Services: Establishes long-term strategy for Daily Free Meals Program, oversees daily program operations, supervises kitchen and food preparation, responsible for managing program budget.  
\$150,000 X 0.65 FTE = \$97,500 annually

ii. Daily Free Meals Program Manager: Responsible for the management of staff and volunteers, dining room operations, and ensuring the maintenance of health, safety and sanitation levels.  
\$100,095 X 0.65 FTE = \$65,062 annually

iii. Asst. Manager, Purchasing and Operations: Responsible for the daily management and oversight of the stockroom and dish room including all activities associated with the procurement and storage of food, materials, and supplies for GLIDE's Daily Free Meals Program.  
\$68,640 X 0.65 FTE = \$44,616 annually

iv. Asst. Manager, Food Services: Responsible for the daily management and oversight of GLIDE's food services including all activities associated with the planning and preparation of all high-quality and nutritious food served in GLIDE's Daily Free Meals Program.  
\$68,640 X 0.65 FTE = \$44,616 annually

v. Program Administrative Manager: Responsible for the administrative aspects the Daily Free Meals and Community Safety and Training programs, with a focus on, program and contracts administration, project management, survey management, and data analysis.  
\$80,000 X 0.5FTE = \$40,000 annually

vi. Program Navigator: responsible for client outreach, assessment, internal and external information, referrals, linkages, advocacy, and programmatic support in the Daily Free Meals Program.  
\$66,560 X 0.25 FTE = \$16,640 annually

vii. Meals Shift Lead X 3: leads operations of each meals service, coordinating food preparation and service set up, onboarding and supervising volunteers, engaging with program participants.

Shift Lead 1: \$62,400 X .65 FTE = \$40,560 annually

Shift Lead 2: \$61,369 X .65 FTE = \$39,890 annually

Shift Lead 3: \$64,984 X .65 FTE = \$42,238 annually

Total Shift Lead Expense = \$122,688 annually

viii. Cooks X 3: prepare hot, nutritious meals based on recipes approved by registered dietician for breakfast, lunch and dinner

Cook 1: \$58,254 X .65 FTE = \$37,865 annually

Cook 2: \$58,254 X .65 FTE = \$37,865 annually

Cook 3: \$58,254 X .65 FTE = \$37,865 annually

Total Cook Expense = \$113,598 annually

ix. Prep Cook: oversees the production of 300 bagged lunches and prepares raw food for each meal every day.

Prep Cook: \$52,000 X .65 FTE = \$33,800 annually

x. Steward X2: responsible for managing the movement, storage of food products, ensuring all safe food handling procedures are followed as well as the pick-up and distribution of food for Daily Free Meals Program.

Steward 1: \$55,745 X .65 FTE = \$36,234 annually

Steward 2: \$49,920 X .65 FTE = \$32,448 annually

Total Steward Expense = \$68,682 annually

xi. Dishwashers X3: washed dishes, pots, pans and cooking equipment necessary for the preparation and service of daily meals breakfast, lunch and dinner

Dishwasher 1: \$58,254 X .65 FTE = \$37,865 annually

Dishwasher 2: \$50,835 X .65 FTE = \$33,043 annually

Dishwasher 3: \$48,880 X .65 FTE = \$31,772 annually

Total Dishwasher Expense = \$102,680 annually

b. Community Safety Team Program Staffing

i. Community Safety Team Manager: Responsible for the management of Safety staff to carry out the daily operations and support of special events, oversee the security of GLIDE's assets, and facilitate safe client access to services

CST Manager: \$81,941 X .65 FTE = \$40,971 annually

ii. Community Safety Team Assistant Manager: Assists manager to lead the Safety staff to carry out the department's daily operations and support of special events, oversee the security of GLIDE's assets, and facilitate safe client access to services.

CST Assistant Manager: \$70,000 X .65 FTE = \$35,000 annually

iii. Community Safety Team Shift Leads X 3: Responsible for directing department staff to perform a variety of duties that support the department's daily operations to provide safety and support to GLIDE's programs, facilities, and special events.

CST Shift Lead 1: \$58,254 X .65 FTE = \$37,865 annually

CST Shift Lead 2: \$58,254 X .65 FTE = \$37,865 annually

CST Shift Lead 3: \$59,466 X .65 FTE = \$38,653 annually

Total CST Shift Lead Expense = \$114,365 annually

iv. Community Safety Team Monitors X 8: Responsible for supporting the departments daily operations and special events, oversee the security of GLIDE's assets, and facilitate safe client access to services including line and dining room management for the Daily Free Meals Program.

CST Monitors X8: \$410,114 X 5.07 FTE = \$260,220 annually

c. Volunteer Program Staffing

i. Volunteer Coordinator: Responsible for the recruitment, retention and management of volunteers to support the daily operations of the Daily Free Meals Program.

Volunteer Coordinator: \$65,000 X .65 FTE = \$42,250 annually

Benefits include health, dental, retirement match, EAP, life insurance, payroll taxes, workman's compensation insurance.

Total Salaries \$1,242,685 X 28% = \$347,952 annually

Total Salaries and Benefits \$1,590,637 annually

III. Operating Detail for HSA-funded meals

a. Office Supplies & Postage: purchase of office supplies and postage for use by Daily Free Meals Program.

439,803 meals X 0.02 per meal = \$1,000 (rounded)

b. Printing & Reproduction: cost to print and/or reproduce documents for program administrative use, flyers for program outreach, printing of meal tickets.

439,803 meals X 0.0 per meal = \$1,000 (rounded)

c. Insurance: cost for insurance coverage for program including general liability and auto insurance.

439,803 meals X 0.03 per meal = \$15,000

d. Staff Training: training and professional development for 31 Meals, Safety and Volunteer staff including: Serve Safe Certification, CPI de-escalation training, CPR/First Aid, Emotional Intelligence, Mental Health First Aid, and Community Outreach Health Worker Certification.

439,803 meals X 0.03 per meal = \$15,000

e. Uniforms: purchase of uniforms for 31 Meals, Safety and Volunteer staff including shirts, chef's coats, hats, outdoor wear.

439,803 meals X 0.01 per meal = \$5,000

f. Lease/rental of Fleet: lease of box truck to pick up and deliver food items from vendors, storage

439,803 meals X 0.03 per meal = \$14,000 (rounded)

g. Fleet Maintenance and Repair: Gas, tolls, vehicle maintenance for program fleet

439,803 meals X 0.02 per meal = \$7,000 (rounded)

h. Lease/Rental of Kitchen Equipment: lease ice machine and compressor

439,803 meals X 0.004 per meal = \$2,000 (rounded)

i. Kitchen Equipment Maintenance and Repair: Regular maintenance of stoves, ovens, refrigerators, compressors, exhaust hoods and flue.

439,803 meals X 0.02 per meal = \$7,000 (rounded)

i. Building Maintenance and Repair: cost associated with baseline repair and maintenance of kitchen, dining room and infrastructure (e.g. plumbing, electrical, painting, etc.)

439,803 meals X 0.05 per meal = \$20,000

j. Janitorial: cost of daily 3 x cleaning of two dining rooms, kitchen and bathrooms

439,803 meals X 0.13 per meal = \$55,000

k. Utilities: cost of utilities including garbage, recycling, compost, gas, electricity and water for the Daily Free Meals Program.

439,803 meals X 0.15 per meal = \$65,000 (rounded)

l. Telecommunications: telephones (landline), mobile phone service,

439,803 meals X .02 per meal = \$8,000 (rounded)

m. Raw Food Cost, Free Meals:

435,303 meals X 2.01 per meal = \$874,834

n. Raw Food Cost, CAAP:

4,500 meals X 2.31 per meal = \$10,538

o. Kitchen Supplies, Free Meals:

435,303 meals X 0.20 per meal = \$87,048

p. Kitchen Supplies, CAAP:

4,500 meals X 0.20 per meal = \$912

q. Consulting/Professional Services: Registered Dietician to certify all recipes and menus and conducts quarterly on-site reviews of the operation.

439,803 meals X 0.02 per meal= \$8,223

IV. Leveraged Resources

a. Volunteers: Volunteers are critical to the operation of the Daily Free Meals Program. The program requires 60 volunteers 363 days a year to help the Daily Free Meals Program serve hot, nutritious meals to the City's most vulnerable. Each volunteer works 2 hours per shift and the hourly value of a volunteer is \$21.55 per hour based on the San Francisco Minimum Compensation Ordinance.

60 x 363 x 2 = 43,560 hrs @ \$21.55/hr = \$938,718

b. In-Kind Donations: Value of in-kind food and supply donations from partners and businesses in the community.

210,197 meals X \$2.17= \$455,000 value of in-kind donations annually

c. Cash Contributions: GLIDE's Fundraising Department raised cash contributions to off-set program expenses not funded through the Free Meals. GLIDE will contribute \$1,615,015 in cash contributions annually

210,197 meals X \$7.68 = \$1,615,015 in cash contributions



## Appendix C – Method of Payment

- I. In accordance with Article 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Article 5.1, Maximum Amount of Grant Funds.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online(CARBON) system at: <https://contracts.sfhsa.org>  
  
Grantee may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <https://sf.gov/get-paid-your-vendor-services>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Grantee shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. The invoice supplied shall include the total number of meals served, total dollar amount claimed for the month, and total project income received from participants. Supporting documentation required to be included in the invoice shall include:
  - A. Daily meal log sheet; and
  - B. Purchase order or invoice for approved equipment purchases, if applicable.
- VI. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Invoices from subcontractors (if any) for the period of service regardless of dollar amount must be submitted. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice. Qualifications for meals reimbursement include but are not limited to the following:
  1. Valid and current menu certification; and
  2. Valid and current health and safety certification; and.
  3. Valid daily meal counts log sheet.
- VII. The invoice shall also include other program funding sources and expenditures to allow HSA and the California Department on Aging (CDA) to determine the total costs of operating the program. The invoice shall allocate, on a monthly basis, any cash and in-kind revenues and expenditures.



- VIII. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 30 calendar days after receipt of the invoice and all billing information set forth above submitted via CARBON.
- IX. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSA, it will be submitted with the final report.
- X. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6<sup>th</sup> of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
  2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
  3. Final invoice from the preceding fiscal year must be received prior to advance distribution.
- XI. Timely Submission of Reports – Grantee shall submit required reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

### Appendix D--Interests In Other City Grants

<b>City Department &amp; Program Name (list each grant separately)</b>	<b>Grant Term Dates</b>	<b>Grant Amount</b>
San Francisco Department of Homelessness and Supportive Housing - Glide Walk-in Center (FSP# 1000021448)	July 1, 2021 – June 30, 2026	\$2,610,782
San Francisco Department of Homelessness and Supportive Housing – Capacity Building	July 1, 2025 – June 30, 2026	\$73,433
San Francisco Department of Homelessness and Supportive Housing - Problem Solving (FSP#: 1000029541)	July 1, 2023 – June 30, 2026	\$1,044,000
San Francisco Department of Homelessness and Supportive Housing - Street Ambassador Services	July 15, 2024 – June 30, 2027	\$5,040,000
San Francisco Department of Homelessness and Supportive Housing - Street Ambassador Services Expansion	January 1, 2025 – June 30, 2027	\$996,855 (tentatively awarded)
San Francisco Department of Homelessness and Supportive Housing – TAY Wellness Center	June 1, 2025 – June 30, 2028	\$7,800,000 (tentatively awarded)
San Francisco Department of Children, Youth and Their Families - Glide Afterschool and Summer Program	July 1, 2024 – June 30, 2029	\$2,123,700
San Francisco Department of Public Health – Contingency Management	July 1, 2025 – June 30, 2026	\$454,825 (tentatively awarded)
San Francisco Department of Public Health – Sugary Drinks Distributor Tax (SDDT) Community-based Programs for Priority Populations	July 1, 2025 – June 30, 2029	\$641,000 (tentatively awarded)
San Francisco Department of Public Health – The Shop	July 1, 2025 – June 30, 2026 (term unknown)	\$500,000 (tentatively awarded)
Mayor’s Office of Housing and Community Development – Glide Women’s Center	July 1, 2025 – June 30, 2026 (term unknown)	\$85,893 (tentatively awarded)
Mayor’s Office of Housing and Community Development – Workforce Readiness Program	July 1, 2025 – June 30, 2026 (term unknown)	\$75,000 (tentatively awarded)
San Francisco Department of Early Childhood – Family Resource Center (Contract ID#: 1000033279)	July 1, 2024 – June 30, 2027	\$1,486,346

## **Appendix E – Permitted Subcontractors**

**None.**

## Appendix F – Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1 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 in the course of providing services under this Agreement:
  - 1.1. **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 each program participant: 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.
  - 1.2. **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. This assessment should include consideration of all of the following:
    - 1.2.1. How such information is protected;
    - 1.2.2. How use of such information is limited to appropriate purposes;
    - 1.2.3. How such information is stored, including how computer systems are encrypted, how cloud storage or other online services are used, and whether it is stored in data center locations outside the United States of America;
    - 1.2.4. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;
    - 1.2.5. What rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
    - 1.2.6. 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
    - 1.2.7. How a participant is allowed to access information held by Grantee about that participant.
  - 1.3. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require the 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 the 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 the 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:

San Francisco Human Services Agency Privacy Office: [HSAPrivacyOffice@sfgov.org](mailto:HSAPrivacyOffice@sfgov.org)

Information Security Office: [HSA.IT.Information.Security@sfgov.org](mailto:HSA.IT.Information.Security@sfgov.org)