

File No. 250366

Committee Item No. 4

Board Item No. 14

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 14, 2025

Board of Supervisors Meeting Date May 20, 2025

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

**OTHER** (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date May 8, 2025

Completed by: Brent Jalipa Date May 15, 2025

1 [Grant Amendment - Retroactive - Lavender Youth Recreation and Information Center - Youth  
2 Services and Research on TGNC Community - Not to Exceed \$300,000]

3 **Resolution retroactively authorizing the Human Rights Commission to execute a**  
4 **Grant Amendment between the City and County of San Francisco and Lavender**  
5 **Youth Recreation and Information Center (LYRIC) for a program for the Youth Services**  
6 **and Research on the Transgender and Gender Nonconforming Community (TGNC),**  
7 **extending the grant term to December 31, 2023, for a total term of July 1, 2021, through**  
8 **December 31, 2023, for a contract amount not to exceed \$300,000.**

9  
10 WHEREAS, The Human Rights Commission (HRC) conducted a Request for  
11 Qualifications (RFQ) for Black Transgender Initiatives on December 14, 2020, in order to  
12 advance initiatives that provide economic security, stabilization, and arts and cultural  
13 enrichment services to the community; and

14 WHEREAS, LYRIC submitted a proposal and was awarded a grant under the RFQ;  
15 and

16 WHEREAS, The HRC entered into a Grant Agreement with LYRIC for the total  
17 amount of \$250,000 for the period of July 1, 2021, through June 30, 2023; and

18 WHEREAS, Through this funding, LYRIC implemented the Youth Services and  
19 Research on the TGNC program to provide economic security, stabilization, and arts and  
20 cultural enrichment programmatic services, and to launch and implement a violence  
21 prevention needs assessment focusing on TGNC community members' experiences with  
22 violence prevention and public safety in San Francisco; and

23 WHEREAS, The initial Grant Agreement expired on June 30, 2023; and

24 WHEREAS, The parties were unable to amend the Agreement before expiration  
25 due to staff transitions at both the HRC and LYRIC, LYRIC's temporary non-registration

1 with the California Attorney General's Registry of Charities and Fundraisers, and various  
2 other programmatic delays; and

3 WHEREAS, The HRC staff orally instructed LYRIC to continue performing after the  
4 expiration of the Grant Agreement, even though there was no longer any written  
5 agreement between the parties, with the expectation that the Grant would be formally  
6 amended; and

7 WHEREAS, LYRIC continued to perform services within the scope and terms of  
8 the Agreement despite expiration of the Agreement; and

9 WHEREAS, Because the parties did not amend the Agreement during the period  
10 while LYRIC performed the additional services or during the period since LYRIC  
11 completed the services, the City has not yet paid LYRIC for the services that LYRIC  
12 performed after the expiration of the Grant Agreement; and

13 WHEREAS, The HRC desires to retroactively issue a Grant Amendment to  
14 increase the not to exceed amount to \$300,000 and extend the grant duration to  
15 December 31, 2023, thereby ensuring that additional expenditures incurred by LYRIC to  
16 complete the violence prevention needs assessment between June 30, 2023, through  
17 December 31, 2023 are reimbursed; and

18 WHEREAS, The Charter requires City departments to enter a written contract or  
19 other instrument including certification by the Controller and approval as to form by the  
20 City Attorney in order to bind the City to expend money; and

21 WHEREAS, The HRC seeks approval of the Board of Supervisors to enter into the  
22 Grant Amendment because LYRIC has satisfactorily performed work based on an oral  
23 understanding between the parties and the agreement has lapsed by more than 12 months;  
24 and  
25

1           WHEREAS, The proposed First Amendment to the LYRIC Grant Agreement is on file  
2 with the Clerk of the Board of Supervisors in File No. 250366; now,  
3 therefore, be it

4           RESOLVED, That the Board of Supervisors authorizes the Executive Director of HRC  
5 (“Director”) or their designee to retroactively enter into a Grant Amendment with LYRIC that  
6 extends the grant term through December 31, 2023, for a total not to exceed amount of  
7 \$300,000; and, be it

8           FUTHER RESOLVED, That within thirty 30 days of the Grant Amendment being fully  
9 executed by all parties, the HRC shall provide the final Grant Amendment to the Clerk of the  
10 Board for inclusion into the official file.

11  
12 Recommended:

13  
14           \_\_\_\_\_/s/\_\_\_\_\_  
15 Mawuli Tugbenyoh, Acting HRC Director  
16  
17  
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20  
21  
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25

**CITY AND COUNTY OF SAN FRANCISCO  
HUMAN RIGHTS COMMISSION**

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC.**

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**FIRST AMENDMENT**

**This AMENDMENT of the April 19, 2021 Grant Agreement (the "Agreement") is dated as of January 7, 2025 and is made in the City and County of San Francisco, State of California, by and between LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC. (LYRIC) ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through HUMAN RIGHTS COMMISSION ("Department").**

RECITALS

**WHEREAS**, The Department conducted a Request for Qualifications (RFQ) for Black Transgender Initiatives on December 14, 2020 in order to advance initiatives that provide economic security, stabilization, and arts and cultural enrichment services to the community; and

**WHEREAS**, Grantee submitted a proposal and was awarded a grant under the RFQ; and

**WHEREAS**, The Department entered into a Grant Agreement with Grantee for the total amount of \$250,000.00 for the period of July 1, 2021 through June 30, 2023; and

**WHEREAS**, Through this funding, Grantee implemented the Youth Services and Research on Transgender and Gender Nonconforming (TGNC) program to provide economic security, stabilization, and arts and cultural enrichment programmatic services, and to launch and implement a violence prevention needs assessment focusing on TGNC community members' experiences with violence prevention and public safety in San Francisco; and

**WHEREAS**, The Department and Grantee were unable to amend the Agreement before expiration due to Department and Grantee staff transitions, Grantee's temporary non-registration with the California Attorney General's Registry of Charities and Fundraisers, and various other programmatic delays; and

**WHEREAS**, The Department orally instructed Grantee to continue performing after the expiration of the Agreement; and

**WHEREAS**, Grantee continued to perform services within the scope and terms of the Agreement despite the delayed execution; and

**WHEREAS**, The Department desires to retroactively issue a Grant Amendment to increase the not to exceed amount to \$300,000.00 and extend the grant duration to December 31, 2023, thereby ensuring that additional expenditures incurred by Grantee to complete the violence prevention needs assessment between June 30, 2023 and December 31, 2023 are reimbursable; and

**WHEREAS**, The San Francisco Board of Supervisors adopted **Resolution No. XXX-XX** on **[DATE]**, approving this retroactive amendment of the Agreement; and

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

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

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

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

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

**(a) Section 3.2. (“Duration of Term”)**

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

**3.2 Duration of Term.** The term of this Agreement shall commence on July 01, 2021 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

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

**3.2 Duration of Term.** The term of this Agreement shall commence on July 01, 2021 and expire on **December 31, 2023** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

**(b) Section 5.1 (“Maximum Amount of Grant Funds”)**

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

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000).

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

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE HUNDRED THOUSAND Dollars (\$300,000)**.

**(c) 16.21 Compliance with Other Laws.**

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

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.

(d) Appendix A of the Grant Agreement (Eligible Expenses), is hereby replaced in its entirety with Appendix A-1, attached hereto.

(e) Appendix B of the Grant Agreement (Grant Plan), is hereby amended to add Appendix B-1, attached hereto.

(f) Appendix D of the Grant Agreement (Interest in Other City Contracts), is hereby replaced in its entirety with Appendix D-1, attached hereto.

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

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

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

**CITY**  
**HUMAN RIGHTS COMMISSION**

**GRANTEE:**  
**LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC.**

By: \_\_\_\_\_  
**MAWULI TUGBENYOH**  
**INTERIM EXECUTIVE DIRECTOR**

By: \_\_\_\_\_

Print Name: Gael Isaiah Lala-Chávez

**Approved as to Form:**

Title: Executive Director and President

David Chiu  
City Attorney

Federal Tax ID #: 94-3227296

City Vendor Number: 0000016537

By: \_\_\_\_\_  
Sarah Fabian  
Deputy City Attorney



## Appendix A-1 -- Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request; or, if advances are permitted: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages;
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs;
- (5) program and event snacks, meals, and beverages; and
- (6) program related transportation expenses such as to travel for program meetings or professional development.

Eligible Expenses shall specifically *exclude*:

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

## **Appendix B-1 -- Definition of Grant Plan**

HRC is committed to supporting all San Francisco residents and ensuring that San Francisco's diverse communities are experiencing joy, feeling safe and healthy, and advancing educationally and economically, including by funding efforts to address the housing crisis in the City. This grant to Lavender Youth Recreation and Information Center, Inc. (LYRIC) represents one of many grants HRC provides to that end.

The Grant Plan is being amended to add an additional **\$50,000.00** to the 2021-23 Grant Period for a grand total of \$300,000.00.

During the grant period from July-December, 2023, LYRIC will provide the following core services:

1. Participate in a Community Advisory Committee to foster collaboration between grant partners who are receiving funding from the HRC Transgender Initiatives Request for Qualifications (RFQ).
2. Partner with the Transgender Community to implement a violence prevention needs assessment focusing on the experiences of diverse transgender, gender nonconforming, and transgender communities in San Francisco. Deliverables for this project area are:
  - A 6 month community needs assessment
  - Final report and oral presentation with analysis findings to be submitted at the conclusion of the project
  - Development of a narrative-based educational series

LYRIC will conduct a comprehensive literature review of existing data sources to address the following questions:

- How do diverse transgender, gender nonconforming, and transgender communities define violence?
- What are the experiences of diverse Transgender, gender nonconforming, and transgender (TGNC) communities with violence?

LYRIC may utilize the following methodologies to supplement the community assessment such as:

- Focus groups, to be run in coordination with LYRIC's existing community groups programs or with Community Based Organizations (CBOs) serving TGNC participants
- Participatory action research through LYRIC's workforce development continuum
- Individual interviews with participants

LYRIC's findings will inform the development of the final report, oral presentations, and the co-creation of a narrative-based educational series in the second year of the project.

### **6 Month Project Description (Year 3; from July 1, 2023 through December 31, 2023)**

During the third year of LYRIC’s “Youth Services and Research on TGNC Community” project, the organization will implement the following services and activities to meet the goals under the Housing Navigation Program, Workforce Development/Arts & Cultural Enrichment Programs, and Violence Prevention interventions:

Service Goal	Service Target	Completion Date
Youth respondents report increased understanding of the dynamics of relationship violence (survey data)	75%	June 30, 2023
Complete Literature Review for BTI Survey	11 youth	December 31, 2023
Survey Report Conclusion, date to present and share with various stakeholders citywide	Citywide	June 30, 2023

In this grant period, LYRIC will continue to partner with the Transgender community to design a violence prevention needs assessment focusing on TGNC and transgender communities’ experiences with violence prevention and public safety. LYRIC’s goals and deliverables for this period are to:

1. Complete a literature review of existing data sources focused on how TGNC people and transgender communities define violence, as well as their experiences with violence by 12/31/23
2. Complete a draft community assessment/survey by 12/31/2023

*Please see the accompanying budget and budget narrative which outlines how cost items will be applied to meet the project deliverables.*

#### **Outreach Strategy to TGNC Community**

LYRIC currently outreaches to 1,000 LGBTQ youth 24 years old and under, and provides direct services to 400 youth each year. Tactics include:

- Direct collaboration with schools, universities, and non-profits such as San Francisco Unified School District (LYRIC currently operates programs out of 16 middle and public high schools and runs district wide programming to LGBTQ youth), San Francisco State University, the LGBT Center, Dimensions, and other CBOs who refer youth to the organization. LYRIC staff regularly meet with school administrators, teachers, guidance counselors to increase outreach and the impact of direct services.
- In person tabling during community events or holidays such as GSA Day or Pride
- Word of mouth – current or past participants bring their peers to LYRIC’s youth center to access services
- Open drop-in resource hours during the pandemic to engage vulnerable homeless and street populations who have limited access to phone or internet service
- Engaging youth through social media channels and LYRIC’s website

Beyond serving LYRIC’s core population of youth, which are comprised of 75% youth of color and 47% TGNC participants, the organization will also partner with the Transgender Community, TGI Justice Project, TAJA’s Coalition, and PRC to:

1. Increase outreach for LYRIC services
2. Identify areas of synergy and opportunities to collaborate

3. Plan, design, and implement the community needs assessment and educational series

Additionally, LYRIC will collaborate with its existing network of agencies and CBOs such as HIFY, Huckleberry Youth Services, Larkin Street Youth Services, and others to increase outreach to TGNC participants to access services and encourage participation in violence prevention research efforts.

LYRIC will attend regular Community Advisory Committee meetings convened by HRC and meet with the Transgender Initiatives grantees outside of the Committee to discuss next steps in collaboration. LYRIC has already met with PRC formally in March 2021 to discuss the Transgender Initiatives and has a meeting with the Transgender District on April 22, 2021 to discuss how the partners would like to collaborate to better serve the Transgender population. LYRIC anticipates meeting with the Transgender Community Leaders on a monthly basis to begin planning for the community needs assessment once contracts between the two organizations and HRC are formalized and executed.

**Budget**

<b>Budget Item</b>	<b>Year 3 Amount</b>
<b>Salaries</b>	
VP of Programs and Operations	\$4,709.58
Executive Director	\$2,535.77
HR Manager	\$1,061.97
Data Coordinator	\$10,138.31
Research & Data Manager	\$12,711.12
Graphic Designer, SM Coordinator	\$886.34
Facilities Coordinator	\$903.33
Director of People & Operations	\$1,564.48
Community Engagement Manager	\$352.86
IT Coordinator	\$893.30
<b>Total Salaries</b>	<b>\$35,757.07</b>
<b>Fringe</b>	
FICA	\$2,499.12
Workers Comp	\$368.38
Retirement	\$599.08
Health Benefits	\$347.74
<b>Total Fringe</b>	<b>\$3,814.32</b>
<b>Professional Services</b>	
Ex., IT services, Organizational Development, Clinical Supervision, Building Maintenance and fees, and Other Professional Fees	\$711.29
<b>Total Professional Services</b>	<b>\$711.29</b>
<b>Operating Expenses</b>	

Travel and Meetings	\$78.29
Program Supplies	\$324.61
Participant/ Client Costs (ex., participant incentives and basic needs supplies)	\$37.79
Printing & Copying	\$11.03
Other Program Expenses (ex. Telecommunications, Equipment Lease and Maintenance, Employee Recruitment, Professional Development, Dues/Membership/Subscriptions, Org Insurance, and Marketing)	\$1,765.61
<b><i>Total Operating</i></b>	<b><i>\$2,217.33</i></b>
<b>Indirect Costs</b>	
Indirect Admin Fee (Roughly 15% of total grant)	\$7,500.00
<b>TOTAL YEAR 3 PROGRAM EXPENSES</b>	<b>\$50,000.00</b>
<b>TOTAL YEARS 1 AND 2 PROGRAM EXPENSES</b>	<b>\$250,000.00</b>
<b>GRAND TOTAL GRANT PROGRAM EXPENSES</b>	<b>\$300,000.00</b>

### Appendix D-1 -- Interest in Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
DPH	1/1/2023 – 1/1/2024	\$1,000,000
HRC	1/1/2022 – 1/1/2023	\$500,000
MOHCD	7/1/2022 – 6/30/2023	\$75,000
OEWD	7/1/2022 – 6/30/2023	\$100,000



REQUEST FOR QUALIFICATIONS FOR  
**Black Transgender Initiatives  
Grant Funding Opportunity**

CONTACT: Tuquan Harrison, [Tuquan.Harrison@sfgov.org](mailto:Tuquan.Harrison@sfgov.org)

**Background**

San Francisco's transgender and gender nonconforming communities of color, specifically Black transgender and gender nonconforming people face multiple intersecting structural inequities linked to their sexual orientation, gender and racial identities. Black transgender and gender nonconforming communities, specifically Black transgender women, experience higher rates of violence, are more likely to live in poverty and have the some of the worst health outcomes.

The purpose of this funding opportunity is to advance initiatives by organizations providing economic security, stabilization, and arts and cultural enrichment programmatic services to transgender and gender nonconforming communities of color. The successful organization will have proven success in delivering actionable projects centering diverse transgender and gender nonconforming communities, specifically Black transgender and gender nonconforming populations, who face a myriad of systemic issues, including lack of access to employment, safe housing, and cultural healing spaces.

**Intent of this Request for Qualification (RFQ)**

It is the intent of the Human Rights Commission to create a prequalified list of organizations from which it may choose prospective grantees on an as-needed basis for up to two (2) years from the date the list is established. Organizations prequalified under this RFQ are not guaranteed a contract.

**Anticipated Contract Term**

The anticipated contract term for contracts resulting from this RFQ may last up to one (1) year, with the option to extend the contract for up to one (1) additional year. Actual contract term may vary, depending upon service and project needs at the City's sole, absolute discretion. Applicants selected for resulting contract(s) must be available to commence work on or before February 1, 2021. Thus, the anticipated contract term for this RFQ February 1, 2021 to January 31, 2023.

**Anticipated Contract Budget**

The anticipated not-to-exceed contract budget is up to \$687,500 per year for each contract resulting from this RFQ. Actual contract budget may vary, depending upon service and project needs at the City's sole and absolute discretion.

**No Subcontracting Requirement**

The Local Business Enterprise ("LBE") subconsulting goal for this RFQ and resulting contract(s) does not apply. However, the City strongly encourages responses from qualified LBEs.

**Schedule**

RFQ Issued: December 14, 2020

Notice of Protest deadline: December 18, 2020

RFQ E-Question Period: Dec. 15, 2020-Dec. 29, 2020

RFQ Answers available online: December 31, 2020

**Deadline for RFQ Responses: Jan. 8, 2021 5:00pm**

Prequalified List announced: January 22, 2021

Grant period dates: February 1, 2021 – January 31, 2022, with possibility of renewal up to Jan. 31, 2023

# 1. Introduction

## 1.1 General terms used in this Request for Qualifications (RFQ)

Terms and abbreviations used throughout this RFQ include:

- **CCSF or the City** – the City and County of San Francisco.
- **Contract Monitoring Division (CMD)** – San Francisco Contract Monitoring Division, a department of the City and County of San Francisco.
- **Contractor** – The Respondent(s) awarded a contract for services subsequent to prequalification under this RFQ.
- **Human Rights Commission** – San Francisco Human Rights Commission, a department of the City and County of San Francisco.
- **Local Business Enterprise (LBE)** – A business that is certified as an LBE under S.F. Administrative Code §14B.3.
- **Respondent/Proposer** – Any entity submitting a response to this Request for Qualifications.
- **Response/Proposal** – A Respondent's proposal submitted in response to this RFQ.

## 1.2 Statement of Need and Intent

### What Does the City Seek?

The City seeks responses from organizations designing and implementing successful projects working with the communities HRC serves providing economic security, stabilization, and art and cultural enrichment programming and services to Transgender and Gender nonconforming communities of color, specifically Black transgender and gender nonconforming communities.

### With Whom Will Grantees Work?

Grantees will work with the City through the San Francisco Human Rights Commission.

### What is the City's Intent with this RFQ?

Based on responses to this RFQ, it is the intent of the City to create a prequalified list of organizations from which the City may select prospective Grantees on an as-needed basis for services indicated below in Section 2, Scope of Work. The City may use the prequalified list, at its sole and absolute discretion, for selection of organizations and negotiations of contracts for one (1) year, and up to three (3) years, following establishment of the prequalification notification date. Contracts issued to prequalified organizations will have terms of varying lengths depending on the City's needs, but in no case longer than three (3) years. The City reserves the right to procure services similar or identical to the services specified in this RFQ by any other means. Multiple contracts may be awarded at the City's sole and absolute discretion in accordance to San Francisco Administrative Code, Section 21.8. No prequalified Respondent is guaranteed a contract.



### 1.3 Background of the City and County of San Francisco

#### What is the City?

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco, known as the “City”, was established by Charter in 1850. It is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City’s powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority. The services provided by the City include public protection, public transportation, construction and maintenance of all public facilities, water, parks, public health systems, social services, planning, tax collection, and many others.

#### What are the Roles and Responsibilities of the City Controller’s Office?

The City Controller is the chief accounting officer and auditor for the City and responsible for all financial management systems, procedures, internal control processes and reports that disclose the fiscal condition of the City to managers, policy makers and citizens. The City Controller is also the auditor for the City performing financial and performance audits of departments, agencies, concessions and contracts.

#### What is the San Francisco Human Rights Commission?

The San Francisco Human Rights Commission (“Department” or “HRC”) provides leadership and advocacy in securing, protecting and promoting human rights for all people. For nearly 50 years, HRC has grown in response to San Francisco’s mandate to address the causes of and problems resulting from prejudice, intolerance, bigotry and discrimination. HRC has the good faith and commitment of San Francisco’s leaders to be an independent voice of human rights protection for all people and, again and again, leads the way on groundbreaking initiatives in the realm of human and civil rights. To that end, HRC:

- **Advocates** for human and civil rights;
- **Investigates and mediates** discrimination complaints;
- **Resolves community disputes** involving individual or systemic illegal discrimination; and
- **Provides technical assistance**, information and referrals to individuals, community groups, businesses and government agencies related to human rights and social services.

HRC performs its Charter mandated obligations and duties pursuant to the following City ordinances and laws:

#### **San Francisco Charter**

[Article IV, Section 4.107: HRC as a Charter agency](#)

#### **San Francisco Administrative Code**

[Chapter 12A: Powers and Duties of HRC](#)

[Chapter 12B: Non-discrimination in CCSF Contracts](#)

[Chapter 12C: Non-discrimination in CCSF Property Contracts](#)  
[Chapter 12H: Sanctuary City Ordinance](#)  
[Chapter 12N: LGBT Youth Sensitivity Training](#)

### **San Francisco Police Code**

[Article 33: Non-discrimination in Housing, Employment and Public Accommodations](#)  
[Article 38: Non Discrimination based on HIV Status](#)  
[Article 1.2: Non Discrimination in Housing against Families with Minor Children](#)

### **Commission Bylaws**

[Commission Bylaws](#)

#### **1.4 Companies Headquartered in Certain States**

Any resulting Contract of this RFQ is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with organizations headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Respondents are hereby advised that Respondents which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator at <http://sfgov.org/oqa/qualify-do-business>.

## **2. Scope of Work**

This scope of work is a general guide to the work the City expects to be performed and is not a complete listing of all services that may be required or desired. The City is soliciting qualifications to create a prequalified list of organizations that may be selected for the services described below.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the multiple projects solicited within this RFQ, as well as for previous and future projects, the selected organizations' findings and data may be shared by the City with other City Contractors, as deemed appropriate by the City.

### **Is My Organization Expected to Propose for a Specific Project?**

No. The Human Rights Commission will create a list of prequalified organizations. Each Respondent should demonstrate its capabilities by providing concise, but comprehensive responses in **RFQ Attachment V, Response Template**. The City will negotiate the specific scope of services, budget, deliverables, and timeline with prequalified organizations selected for contract negotiations. For example, for the contracts resulting from this RFQ, the organization(s) may work on a project basis, with an engagement agreement for each project/task specifying the maximum number of hours, due date, and hourly rate to be charged. There is no guarantee of a minimum amount of work or compensation for any Respondent(s) selected for contract negotiations. The City may select organizations from the prequalified list in its sole and absolute discretion.

After the prequalified list has been established, the City may issue Request(s) for Proposals or Request(s) for Quotes to the prequalified list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations.

Does the City Prefer Organizations to Form A Coalition or Large Group to Cover More Services, or to Focus on An Area of Expertise, and Respond Individually?

The City prefers individual organization responses, focused on Service Areas that the organization and its lead staff can demonstrate the appropriate qualifications for. For any proposed Respondent partnerships, at least 50% of proposed work effort on the City's projects must come from the lead Respondent organization.

**Possible Contract Deliverables include, but are not limited to:**

- Showing of expertise in the enumerated Service Area;
- Deliverables outlined in the contract and scope of work;
- Monthly invoicing for expenses incurred in the performance of the contract;
- Quarterly performance reports detailing progress towards deliverables for the duration of the contract period;
- Financial and financial-related audit reports;
- Financial and internal control reviews, including routine auditing;
- Management letters indicating deficiencies or opportunities for accounting and reporting improvements, specifically identifying any reportable condition or material weakness;
- Disclosures of fraud, illegal acts, non-compliance, and abuse; and
- Additional data collection as required to assess performance of the contract.

**Demonstrated expertise is requested, but is not limited to, the following Service Areas:**

**2.1 Service Area 1: Technical Assistance and Capacity Building Services**

- Organizations will address their capacity, technical assistance, and/or organization/program support needs that are essential to the advancement of effective programming and services for San Francisco's diverse transgender and gender nonconforming communities of color, specifically Black transgender and gender nonconforming communities.

**2.2 Service Area 2: Black Transgender Initiatives**

- Organizations will develop and implement innovative, actionable projects providing economic security/empowerment, stabilization, and arts and cultural enrichment programmatic services to Black transgender and gender nonconforming communities, with an emphasis on supporting Black transgender women. Organization's services should be racially equitable, diverse and inclusive. Special consideration will be given to organizations with experience working with sex workers, formerly incarcerated people, marginally housed people, and survivors of violence.

**2.3 Service Area 3: Operations and Capacity Building**

- Organizations will address their operational, structural, and internal infrastructure needs to further develop their general operations.

### **3. City-Respondent Communications**

There will not be a Pre-Response Conference for this RFQ. If Respondents have questions about this RFQ, Respondents are specifically directed not to contact any employees or officials of the City other than those specifically designated in this RFQ and its Attachments. Unauthorized contact may be cause for rejection of responses at the City's sole and absolute discretion.

#### **3.1 Deadline for RFQ "E-Questions" (Questions Submitted Electronically)**

Please submit questions regarding this RFQ to Tuquan Harrison, LGBTQI Initiatives, via email at [tuquan.harrison@sfgov.org](mailto:tuquan.harrison@sfgov.org). No oral questions will be accepted. Questions must be in writing and received before **Tuesday, December 29, 2020**. No questions will be accepted after this time, with the exception of those concerning City vendor compliance.

#### **3.2 Summary of Information Requested and Presented**

A summary of all questions, answers, and addenda pertaining to this RFQ will be posted on the Human Rights Commission's website at <https://sf-hrc.org/grant-opportunities> on or about **Thursday, December 31, 2020**. It is the Respondents' responsibility to check this website for any updates.

#### **3.3 City Communication Following Receipt of Responses**

The City may contact Respondents for clarification or correction of minor errors or deficiencies in their Responses prior to deeming a Response as non-responsive. Clarifications are "limited exchanges" between the City and a Respondent for the purpose of clarifying certain aspects of the Responses, and do not give a Respondent the opportunity to revise or modify its Response. Minor errors or deficiencies are defined as those that do not materially impact the City's evaluation of the Proposal; for example, failing to label the "original" Response as an "original". For information regarding the City's Evaluation Process, see RFQ Section 5 - Evaluation Criteria.

### **4. Response Submission Requirements**

#### **4.1 Time and Place for Submission of Responses**

Responses and all related materials must be received by **Friday, January 8, 2021 at 5:00 p.m. PST**. Responses must be submitted electronically via email to Tuquan Harrison, LGBTQI Initiatives, at [tuquan.harrison@sfgov.org](mailto:tuquan.harrison@sfgov.org).

Late submissions will not be considered.

#### **4.2 Response Package and Format**

Complete, but concise responses are recommended for ease of review by the Review Panel. Responses should provide a straightforward, specific, and concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Marketing and sales-type

information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

For word processing and PDF documents, the Human Rights Commission prefers that text be unjustified (i.e., with a ragged-right margin) and single spaced, with a font size no less than 12 points and page margins of at least 1" on all sides (excluding headers and footers). Please also include a Table of Contents.

### Response Item Checklist

- ☐ **RFQ Attachment I** – Acknowledgement of RFQ Terms and Conditions
- ☐ **RFQ Attachment III** – City’s Administrative Requirements
- ☐ **RFQ Attachment IV** – City’s Agreement Terms and Conditions
- ☐ **RFQ Attachment V** – Response Template

Each Attachment must include all documents submitted for that Attachment in one, separate, complete file. Each of these separate files must be titled with Respondent’s name and Attachment number (**e.g. ABC Organization Attachment I, ABC Organization Attachment III**), in that specific order. Each file should include signatures, where applicable.

Respondents are advised to review RFQ Attachments I, III, and IV before beginning work on Response Template in RFQ Attachment V to ensure that City’s requirements can be met.

## 4.3 Content

Organizations interested in responding to this RFQ must submit the information required in Section 5, in the order specified in Attachment V: Response Template. Even if using an alternative format for your response, the information in Attachment V must be included in the order specified to be scored appropriately.

Responses received under this RFQ that fail to address each of the requested items in sufficient and complete detail to substantiate that the Respondent can meet the City’s minimum qualifications, will be deemed non-responsive and will not be considered for prequalification. Note that responses stating, “to be provided upon request” or “to be determined” or the like, or that do not otherwise provide the information requested (left blank) are not acceptable and shall be deemed **non-responsive**.

## 4.4 Redact Confidential or Proprietary Information

All documents under this solicitation process are subject to public disclosure per section 67.24 of the San Francisco Administrative Code, “The San Francisco Sunshine Ordinance of 1999.”

**4.4.1** Responses to RFQs, contracts, and all other records of communications between the City and Respondents shall be open to inspection immediately after a contract has been

awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit *until and unless that person or organization is awarded the contract.*

**4.4.2** Respondents may redact any confidential or proprietary information, as appropriate, prior to submitting a response to this RFQ.

**4.4.3** Respondents should clearly indicate net worth or other proprietary financial data that the City should redact should the RFQ response be publicly disclosed, with the understanding that **this information cannot be redacted or withheld if a contract is awarded to the Respondent.**

## **5. Evaluation Criteria**

This section describes the guidelines used for analyzing and evaluating the responses and for Respondent prequalification. It is intended for reference purposes only; **RFQ responses to the Evaluation Criteria must be completed in Attachment V.** It is the City's intent to prequalify Respondent(s) that provide the best overall qualifications to the City and will provide the best overall service package inclusive of fee considerations. Organizations selected for prequalification are not guaranteed a contract. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the prequalified list is inadequate to satisfy its needs. There are two phases to the evaluation process. City and CMD staff first perform an Initial Screening as described in Section 5.1. Responses that pass the Initial Screening process (5.1) including Minimum Qualifications (5.2) will proceed to the Evaluation of Firms (that met Minimum Qualifications) described in Section 5.3.

City representatives will serve as the Review Panel responsible for evaluating Respondents. Specifically, the team will be responsible for the evaluation and rating of the responses for prequalification, and for interviews, if desired by the City.

### **5.1 Initial Screening**

The City will review each response for initial determination on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation: compliance with submission requirements; compliance with Minimum Qualification requirements (Section 5.2), compliance with format requirements, response completeness, and verifiable references.

Responses are not scored during the Initial Screening process. Initial Screening is a pass/fail determination as to whether a response meets the threshold requirements described above. By **Friday, January 8, 2021**, the RFQ Response Deadline, any response that does not demonstrate that Respondent meets requirements in Section 5.1 will not be eligible for consideration in the Review Panel evaluation (that met Minimum Qualifications) described below in Section 5.3. The City reserves the right to request clarification from the Respondent prior to rejecting a response for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the City and a Respondent for the purpose of clarifying certain aspects of the Response and will not give a Respondent the opportunity to revise or modify its response.

## 5.2 Minimum Qualifications

The Human Rights Commission is committed to racial equity, diversity, inclusion, and broad-based community access, and to funding a variety of San Francisco's community organizations, non-profit agencies and service providers. All qualified applicants are cordially invited to submit applications. However, any response that does not demonstrate that the Respondent meets these minimum qualifications by the response deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

1. Respondent must be an existing non-profit agency recognized as tax-exempt by the IRS under Section 501(c)(3) of the Internal Revenue Code and must demonstrate a history of providing services to communities within San Francisco. Departments of the City and County of San Francisco are not eligible to apply for funding.
2. Respondent must be a Vendor of the City and County of San Francisco or be willing and able to become a City Vendor. Organizations who are not yet City Vendors are urged to begin the Vendor application process as soon as possible in order to ensure that they meet this requirement if awarded a grant. To learn more about becoming a City Vendor, visit the City's Office of Contract Administration at <http://sfgsa.org/index.aspx?page=4762> which offers all of the necessary instructions and forms required to become a City Vendor.  
**Note: subcontractors and consultants to the Respondent need not be City vendors.**
3. Respondent must meet San Francisco's non-discrimination in contracts laws, Chapters 12B and 12C of the San Francisco Administrative Code. These laws include provisions prohibiting discrimination in employee benefits and public accommodations. For additional information, go to: <http://sfgsa.org/index.aspx?page=6126>
4. Respondent must be in good financial standing according to generally accepted accounting practices.
5. Respondent must offer services in an accessible and non-discriminatory manner regardless of race, color, ethnicity, class, age, economic level, education, language, religion, disability, immigration status, or sexual orientation.
  - a. Immigration Status: In keeping with San Francisco's policy as a Sanctuary City, Respondent must make services available to all clients regardless of immigration status.
  - b. Disability: Respondent must ensure compliance with the mandates of the Americans with Disabilities Act of 1992 (ADA), allowing accessibility for all clients who are physically and/or otherwise disabled.
  - c. Ethnicity/Culture/Language: Respondent must provide linguistically and culturally competent services.

## 5.3 Response Evaluation Criteria for Prequalification (100 points)

### Review Panel

City and community representatives will serve as the Review Panel responsible for evaluating Respondents. Specifically, the team will be responsible for the evaluation and rating of the responses for prequalification, for conducting reference checks, and for interviews, if desired by the City.

Each RFQ response that meets the Minimum Qualifications will be evaluated in accordance with the criteria below. A Respondent must receive a score of 70 points or above out of the 100 total possible points for the Service Area designated in Section 2.1, above, to be prequalified. There is no numerical limit to the number of organizations that may be prequalified.

### **5.3.1 Respondent Information – 0 points**

1. Organization Name:
2. Proposed Program Name:
3. Program Contact First and Last Names:
4. Program Contact Title:
5. Program Contact Email Address:
6. Program Contact Telephone Number:
7. Program Contact Fax Number:
8. Program Address:
9. Program Zip:
10. Will this Program utilize a Fiscal Agent or Sponsor? If YES, provide:
  - a. Fiscal Sponsor Name:
  - b. Fiscal Sponsor Contact First Name:
  - c. Fiscal Sponsor Contact Last Name:
  - d. Fiscal Sponsor Address:
  - e. Fiscal Sponsor Zip:
  - f. Fiscal Sponsor Phone:
  - g. Fiscal Sponsor Email:
11. Does your organization currently receive funds from City & County of San Francisco departments other than SFHRC? If “Yes”, for each funding source other than SFHRC, provide:
  - a. Contract Name:
  - b. City Department Name:
  - c. Contract End Date:
  - d. Contract Number:
  - e. Amount:
  - f. Purpose:

### **5.3.2 Respondent Capacity and Staff Profile – 20 points**

**(Responses for each section should be one page each)**

1. What is the mission of your organization?
2. In what year were you founded?
3. Describe your organization’s experience and key achievements in providing services to the Black transgender and gender nonconforming community in San Francisco.
4. Describe the organization’s policies and procedures for:
  - a. Setting goals and measurable objectives for services;
  - b. Collecting, using, and sharing data on participant and organizational performance; and
  - c. Advancing racial equity.
5. Briefly describe the roles and responsibilities of the proposed staffing structure (paid and volunteer), experience and knowledge in your service area, and how the staff design will effectively deliver services to the target population(s). You may cross reference the organization chart that must be attached as a requirement for this application.



### 5.3.3 Budget Narrative – 10 points

1. **Total Projected 12-Month Budget:** Please complete the following table for your total projected 12-month budget.

	12-Month Program Cost	12-Month Program Cost requested from SFHRC
<b>Total Amount (\$)</b>		
Total Amount as a % of Applicant's Total Budget for the Same Period		
Total Amount as a % of Fiscal Sponsor's Total Budget for the Same Period		

2. **12-Month Budget Breakdown:** Please provide a detailed breakdown of the “Total 12-Month Program Cost” and corresponding “Total 12-month Program Cost requested from SFHRC” indicated in the above table, including a summarized list of deliverables, the anticipated cost/budget for each deliverable, and a general deadline for completing each deliverable.

### 5.3.4 Populations to Be Served – 0 Points

1. What do you estimate the cumulative, unduplicated number of participants to be served during the 12-month period for which you will receive funding from SFHRC for your Proposed Program?
2. Please complete the following two tables with regard to the total anticipated cumulative, unduplicated number of participants identified in the previous question:

<b>Note: Participants can qualify for more than one category</b>	<b>Projected Percentage</b>
Black Transgender women	
Black Transgender people	
Black Nonbinary people	
Transgender and gender nonconforming communities of color	
Sex worker communities	
Incarcerated (currently or formerly)	
Marginally housed	
Involved in the Mental Health System	
Immigrant	
Survivor of violence	

<b>Breakdown by Ethnicity (Must equal 100%)</b>	<b>Projected Percentage</b>
Asian	
Pacific Islander	
Black/African American	
White	
Latino	
Multiethnic	
Native American / Native Alaskan	
Other:	
Total	100%

### **5.3.4 Scope of Work – 60 points**

The purpose of this funding opportunity is to advance initiatives by organizations providing economic security, stabilization, and arts and cultural enrichment programmatic services to transgender and gender nonconforming communities of color. The successful organization will have proven success in delivering actionable projects centering diverse transgender and gender nonconforming communities, specifically Black transgender and gender nonconforming populations.

The service areas should include one or more of the following:

Service Area One:

#### **1. Technical Assistance and Capacity Building Services:**

- Organizations will address their capacity building, technical assistance, and/or organization/program support needs that are essential to the advancement of effective programming and services for San Francisco's diverse transgender and gender nonconforming communities of color, specifically Black transgender and gender nonconforming communities.

Service Area Two:

#### **2. Black Transgender Initiatives:**

- Organizations will develop and implement, innovative actionable projects providing economic security/empowerment, stabilization, and arts and cultural enrichment services to San Francisco's diverse transgender and gender nonconforming communities of color, with an emphasis on supporting Black transgender women. Organization's services should be racially equitable, diverse and inclusive.

Service Area Three:

#### **3. Operations:**

- Organizations will address their operational, structural, and internal infrastructure needs to further develop their general operations.

Please complete following:

1. Name the service area(s) you are proposing to work on.
2. Describe one or more project(s) your organizations will undertake.
3. Submit three letters of recommendation from trans-serving organizations, highlighting your organizations demonstrated success, advancing work supporting the unique needs of Black Transgender and gender nonconforming communities in San Francisco.

#### **5.3.4 Completeness of Response Submission – 10 points**

Responses should conform to RFQ requirements and provide a straightforward, specific, and concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Responses should also be professionally presented and contain organized content and formatting.

#### **5.4 Prequalification Process**

Respondents scoring 70 points and above may be added to the prequalified list and eligible for potential contract negotiations with the City on an as-needed basis in the Service Area described in Section 2.1, above. Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all prequalified Respondents.

##### Reference Checks

Reference checks, including, but not limited to, prior clients as indicated in Attachment V Prior Project Description(s), may be used to determine the applicability of Respondent experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Respondent's problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives. If reference checks deem that information included in a Prior Project Description or elsewhere in the response is untruthful, then the City will reject the response.

##### Release and Waiver Agreement

To effectuate the candid completion of the reference check above, Respondent is required to sign the RFQ Attachment I, Section 14, Release of Liability.

#### **5.5 Selection from Prequalified Lists of Consultants**

The City may select Contractors from the prequalified list in its sole and absolute discretion. After the prequalified list has been established, the City may issue Request(s) for Quotes or Request(s) for Proposals, Oral Selection Interviews/Demonstrations, conduct Reference Checks to the prequalified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations. The City reserves the right to request proposals, quotes, oral interviews/demonstrations, and conduct reference checks from vendors simultaneously. Award of contracts will be made in a manner consistent with San Francisco Administrative Code Chapter 21 Section 21.4(c).

#### **5.6 Other Terms and Conditions**

The selection of any prequalified Respondent for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any prequalified Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining prequalified Respondents.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove or modify proposed project plans, timelines and deliverables. Such approvals will not be unreasonably withheld.

## **6. Protest Procedures**

### **6.1 Protest of RFQ Terms**

Failure of a Respondent to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

Should a prospective Respondent object on any ground to any provision or legal requirement set forth in the RFQ (including all Appendices and all Addenda), including but not limited to Protests based on allegations that: (i) the RFQ is unlawful in whole or in part, (ii) one or more of the requirements of the RFQ is onerous, unfair, or unclear; (iii) the structure of the RFQ does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFQ contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFQ unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Respondent must provide timely written notice of Protest as set forth below.

By 5:00 p.m. P.S.T on the third (3rd) working day of the issuance of the RFQ, **Friday, December 17, 2020**, any Respondent may submit a written notice of Protest via e-mail to Tuquan Harrison, LGBTQI Initiatives, at [tuquan.harrison@sfgov.org](mailto:tuquan.harrison@sfgov.org) as directed by Section 6.1. Protests or notices of Protests delivered orally (e.g., by telephone) will not be considered.

The Protest shall state the basis for the Protest, refer to the specific requirement or portion of the RFQ at issue, and shall describe the modification to the RFQ sought by the prospective Respondent. The Protest shall also include the name, address, telephone number, and email address of the person representing the prospective Respondent.

If required, the City may extend the response submittal deadline to allow sufficient time to review and investigate the Protest and issue Addenda to incorporate any necessary changes to the RFQ.

### **6.2 Protest of Non-Responsiveness Determination**

By 5:00 p.m. PST on the fifth (5th) working day of the City's issuance of a notice of non-responsiveness, any Respondent that has submitted a response and believes that the City has incorrectly determined that its response is non-responsive, may submit a written notice of protest by e-mail (fax is not acceptable) as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5th) working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **6.3 Protest of Establishment of Prequalified Consultant List**

By 5:00 p.m. PST on the fifth (5th) working day of the City's issuance of a Notice of Intent to Establish a Prequalified Consultant List, any consultant firm that has submitted a responsive response and believes that the City has incorrectly selected another Respondent for prequalification may submit a written notice of protest as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5th) working day after the City's issuance of the Notice of Intent to Establish a Prequalified Consultant List.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **6.4 Delivery of Protests**

All protests must be received by the specified dates and time deadlines specified in Section 6.1, 6.2 and 6.3. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered.

Protests must be delivered via email to Tuquan Harrison, LGBTQI Initiatives, at [tuquan.harrison@sfgov.org](mailto:tuquan.harrison@sfgov.org).

### **6.5 Protest Review**

The Human Rights Commission will confirm receipt of notice of protest by Respondent which must be submitted in accordance to Section 6.1, 6.2, 6.3, and 6.4.

If a Respondent submits a complete and timely protest, the Human Rights Commission will review notice of protest soon after receipt of the protest to determine validity of notice, including, but not limited to: (1) receipt by due date; (2) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (3) signed by an individual authorized to represent the Respondent; (4) citation of the law, rule, local ordinance, procedure or RFQ provision on which the protest is based; and (5) specification of facts and evidence sufficient for the City to determine the validity of the protest.

A Respondent may not rely on a Protest submitted by another Respondent, but must timely pursue its own Protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Respondent who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Respondent at the time the protest is submitted. If the Respondent later raises new grounds or evidence that were not

included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

If the notice of protest is determined to be valid, the Human Rights Commission shall review facts and evidence to determine the outcome of the protest, citing any applicable laws, rules, ordinances, procedures, and/or provisions. The review shall be an informal process conducted by the Human Rights Commission or its designee and will be based upon the information submitted by the Respondent in its protest letter. The Human Rights Commission may seek input from the City Attorney's Office, Office of Contract Administration, Contract Monitoring Division, and/or other City departments as needed or appropriate. The Human Rights Commission will notify the Respondent in writing of its decision at the conclusion of the review. The Executive Director of the Human Rights Commission or the Director's designee shall make the final determination regarding the outcome of the protest. The decision of the Human Rights Commission is final.

## **7. Vendor Compliance**

Respondent Team must fulfill the City's administrative requirements for doing business with the City and become a compliant vendor prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced in RFQ Attachment III.

**CITY AND COUNTY OF SAN FRANCISCO**  
**Human Rights Commission**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**Lavender Youth Recreation and Information Center**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of May 26, 2021, in the City and County of San Francisco, State of California, by and between **Lavender Youth Recreation and Information Center** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Human Rights Commission (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **Black Transgender Initiative** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

The purpose of this funding opportunity is to advance initiatives by organizations providing economic security, stabilization, and arts and cultural enrichment programmatic services to transgender and gender nonconforming communities of color. The successful organization will have proven success in delivering actionable projects centering diverse transgender and gender nonconforming communities, specifically Black transgender and gender nonconforming populations, who face a myriad of systemic issues, including lack of access to employment, safe housing, and cultural healing spaces; and

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

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

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment



of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

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

## **ARTICLE 2**

### **APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS**

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

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

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

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

**2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the

maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

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

**3.2 Duration of Term.** The term of this Agreement shall commence on July 01, 2021 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

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

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

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

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

#### **4.5 Publications and Work Product.**

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

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

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

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

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

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the

Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

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

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **TWO HUNDRED FIFTY THOUSAND** Dollars (**\$250,000**).

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

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

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

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

### **5.4 State or Federal Funds**

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

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

## **ARTICLE 6**

### **REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS**

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

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

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

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

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

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

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A

Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

## **ARTICLE 7 TAXES**

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

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

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

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

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

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

## **ARTICLE 8**

### **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

**8.4 Conflict of Interest.**

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

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

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

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

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

## **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

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

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

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

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



AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10 INSURANCE**

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

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

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

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

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

**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 that was submitted and approved by City prior to the date of termination specified in such notice.

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

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

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

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

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

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

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

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

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

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

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

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

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

## **ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING**

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

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

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

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

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

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

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

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

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

### **14.3 Consequences of Recharacterization.**

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

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

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

## **ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS**

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

If to the Department or City: **SAN FRANCISCO HUMAN RIGHTS COMMISSION**  
**25 VAN NESS, SUITE 800**  
 San Francisco, CA **94102**  
 Attn: **TUQUAN HARRISON**

If to Grantee: **LAVENDER YOUTH RECREATION AND**  
**INFORMATION CENTER**  
**127 COLLINGWOOD STREET**  
 San Francisco, CA **94114**  
 Attn: **RUI BING ZHENG**

Any notice of default must be sent by registered mail.

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

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

## **ARTICLE 16 COMPLIANCE**

### **16.1 Reserved.**

### **16.2 Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

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

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

### **16.3 Reserved.**

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

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

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

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

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

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



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

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

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

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

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

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

**16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

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

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

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for

subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

#### **16.18 Reserved. Slavery Era Disclosure.**

#### **16.19 Distribution of Beverages and Water.**

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

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

#### **16.20 Reserved.**

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

### **ARTICLE 17 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Inspection and Audit.		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 14.3	Consequences of Recharacterization.
Article 7	Taxes	This Article 17	Miscellaneous
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

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

**17.12 Dispute Resolution Procedure.** A Dispute Resolution Procedure is attached under the Appendix F to address issues that have not been resolved administratively by other departmental remedies.

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

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

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

CITY

GRANTEE:

HUMAN RIGHTS COMMISSION

LAVENDER YOUTH RECREATIONAL  
INFORMATION CENTER

DocuSigned by:  
*Sheryl Davis*  
By: \_\_\_\_\_  
4ADEF198C6D1449  
**SHERYL EVANS DAVIS**  
**EXECUTIVE DIRECTOR**

DocuSigned by:  
*Toni Newman*  
By: \_\_\_\_\_  
612441EAE8A4BA...

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

**Approved as to Form:**

Title: \_\_\_\_\_

Dennis J. Herrera  
City Attorney

Federal Tax ID #: \_\_\_\_\_

City Supplier Number: \_\_\_\_\_

DocuSigned by:  
*Bradley A. Russi*  
By: \_\_\_\_\_  
73043F1EC751443...  
**BRADLEY A. RUSSI**  
Deputy City Attorney



## **Appendix A--Definition of Eligible Expenses**

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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



## **Appendix B--Definition of Grant Plan**

The term “Grant Plan” shall mean attached project proposal and budget documents.

**Project Name:** Youth Services and Research on Black TGNC Community

**2 Year Grant Period:** July 1, 2021 to June 30, 2023

**Purpose:** Provide economic security, stabilization, and arts and cultural enrichment programmatic services to transgender and gender nonconforming (TGNC) communities of color. Launch and implement a violence prevention needs assessment focusing on Black TGNC and transgender communities of color’s experiences with violence prevention and public safety in San Francisco.

### **Scope of Work**

During the two-year grant period, LYRIC will provide the following core services:

1. **Housing Navigation Program:** LYRIC will provide coordinated entry for homeless youth as a community Access Point for San Francisco’s Homelessness Response System. As a Coordinated Entry Site, LYRIC implements housing assessments, referrals for rapid rehousing services, housing problem-solving services, case management, as well as stipends, emergency grants, and legal assistance for youth experiencing homelessness.
2. **Workforce Development/Arts & Cultural Enrichment Program:** LYRIC’s workforce development continuum features four levels of scaffolded programming to address workplace barriers and to support young people in developing financial literacy, job skills, work experience, and professional connections necessary for achieving economic self-sufficiency. The continuum includes the **LYRIC Artistic Resistance Fellowship**. The Fellowship is a paid, four-month opportunity for participants ages 18-24 to gain firsthand work experience while also deepening their understanding of social change through a healing-centered, artistic framework.
3. **Violence Prevention:** LYRIC will provide intensive direct service support to survivors and youth at-risk annually through group support, case management/wraparound support, and peer education.

In addition, LYRIC will also:

4. **Participate in a Community Advisory Committee** to foster collaboration between grant partners who are receiving funding from the Black Transgender Initiative.
5. **Provide two trainings over the two-year grant period for the Community Advisory Committee** educating members on the step-by-step process for conducting the community-based research project as part of the Dream Keeper’s Black Transgender Initiative.
6. **Partner with the Transgender District to launch and implement a violence prevention needs assessment** focusing on Black transgender, gender nonconforming, and transgender communities of color experiences with violence prevention and public safety in San Francisco. Deliverables for this project area are:
  - A 12–18-month community needs assessment
  - Final report and oral presentation with analysis findings to be submitted at the conclusion of the project
  - Development of a narrative-based educational series

LYRIC will conduct a comprehensive literature review of existing data sources to address the following questions:

- How do Black transgender, gender nonconforming, and transgender communities of color define violence?
- What are the experiences of Black Transgender, gender nonconforming, and transgender (TGNC) communities of color with violence?

LYRIC may utilize the following methodologies to supplement the community assessment such as:

- Focus groups, to be run in coordination with LYRIC's existing community groups programs or with Community Based Organizations serving black and people of color TGNC participants
- Participatory action research through LYRIC's workforce development continuum
- Individual interviews with participants

Our findings will inform the development of the final report, oral presentations, the co-creation of a narrative-based educational series, and committee trainings for the project.

### **12-Month Project Description (Year 1)**

During the first year of LYRIC's "Youth Services and Research on Black TGNC Community" project, the organization will implement the following services and activities to meet the goals under the Housing Navigation Program, Workforce Development/Arts & Cultural Enrichment Programs, and Violence Prevention interventions:

<b>Service Goal</b>	<b>Service Target</b>	<b>Completion Date</b>
Provide housing navigation and placement services to homeless youth	40 youth	December 31, 2021
Provide 1:1 case management services under Health and Wellness program	70 youth	December 31, 2021
Connect TGNC youth 18 and under with gender affirming services, peers, and adult allies through <i>What's the T?</i> a community-building group for trans and gender non-conforming youth 18 and under	14 youth	December 31, 2021
Run "Q Groups," confidential, school-based support groups for SFUSD students that address barriers to positive identity formation and self-esteem building. The weekly groups discuss topics such as coming out, healthy relationships, and gender identity development, and navigating systems as LGBTQ+ youth.	100 youth  16 SFUSD sites	December 31, 2021
Q Group participants self-report increased LGBTQ pride (based on post-survey results)	75%	December 31, 2021
Q Group participants self-report increased understanding of gender identity	75%	December 31, 2021
Provide paid workforce development opportunities to youth 18 and under (Sequoia Leadership Institute)	60 youth	December 31, 2021
A high percentage of Sequoia Leadership Institute youth graduate from the program	85% graduation rate	December 31, 2021
Provide paid workforce development opportunities to Transitional Age Youth support LGBTQ youth 18-24 (TAY Leadership)	50 youth	December 31, 2021
A high percentage of TAY Leadership youth graduate from the program	85% graduation rate	December 31, 2021
Provide intensive direct service support to survivors and youth at-risk through the Violence Prevention Program	45 youth	December 31, 2021
Provide 1:1 case management/wraparound support through	20 youth	December 31, 2021

Violence Prevention Program		
Youth attend community groups focused on healthy relationships, health and wellness, sex education, and advocacy and support for youth engaged in the sex industry	35 youth	December 31, 2021
Youth respondents report increased understanding of the dynamics of relationship violence (survey data)	75%	December 31, 2021

In the first year of the grant period, LYRIC will also partner with the Transgender District to design a violence prevention needs assessment focusing on Black TGNC and transgender communities of color experiences with violence prevention and public safety. LYRIC's goals and deliverables for this period are to:

1. Sign a MOU for collaboration between LYRIC and the Transgender District with formalized roles and responsibilities between the two parties by 1/31/22.
2. Complete a literature review by literature review of existing data sources focused on how Black TGNC people and transgender communities of color define violence, as well as their experiences with violence by 1/31/22.
3. Complete a draft community assessment/survey by 1/31/22.
4. Provide one trainings for the community advisory committee members on the Dream Keeper's Black Transgender Initiative research project.
5. Contract with a research institute at the end of year one to begin survey implementation for year two.

In the second year of the grant period, LYRIC will submit a new grant plan with updated deliverables outlined for the service area(s) proposed in the first year of the contract. The update proposal is subject to approval by LGBTQI+ Advisor, Tuquan Harrison, and must meet the scope of work outlined in the original request for qualification.

### **Outreach Strategy to Black TGNC Community**

LYRIC currently outreaches to 1,000 LGBTQQ youth 24 and under and provides direct services to 400 youth each year. Tactics include:

- Direct collaboration with schools, universities, and non-profits such as San Francisco Unified School District (LYRIC currently operates programs out of 16 middle and public high schools and runs district wide programming to LGBTQQ youth), San Francisco State University, the LGBT Center, Dimensions, and other CBOs who refer youth to the organization. LYRIC staff regularly meet with school administrators, teachers, guidance counselors to increase outreach and the impact of direct services.
- In person tabling during community events or holidays such as GSA Day or Pride
- Word of mouth – current or past participants bring their peers to LYRIC's youth center to access services
- Open drop-in resource hours during the pandemic to engage vulnerable homeless and street populations who have limited access to phone or internet service
- Engaging youth through social media channels and LYRIC's website

Beyond serving LYRIC's core population of youth, which are comprised of 75% youth of color and 47% TGNC participants, the organization will also partner with the Transgender District, TGI Justice Project, TAJA's Coalition, and PRC to:

1. Increase outreach of our services
2. Identify areas of synergy and opportunities to collaborate
3. Plan, design, and implement the community needs assessment and educational series

Additionally, LYRIC will also collaborate with our existing network of agencies and CBOs such as HIFY, Huckleberry Youth Services, Larkin Street Youth Services, and others to increase outreach to Black TGNC participants to access services and encourage participation in violence prevention research efforts.

LYRIC will attend regular Community Advisory Committee meetings convened by HRC and meet with the Black Transgender Initiative grantees outside of the Committee to discuss next steps in collaboration. LYRIC has already met with PRC formally in March 2021 to discuss the Black Transgender Initiative and has a meeting with the Transgender District on April 22, 2021 to discuss how we would like to collaborate to better serve the Black Transgender population. LYRIC anticipates meeting with the Transgender District on a monthly basis to begin planning for the community needs assessment once contracts between the two organizations and HRC are formalized and executed.

# LYRIC PROJECT BUDGET WORKSHEET

<b>AGENCY NAME:</b>	Lavender Youth Recreation and Information Center (LYRIC)
<b>PROPOSAL NAME:</b>	Youth Services and Research on Black TGNC Community

Line Item	Budget Item			Y1 HRC Funding	Y2 HRC Funding	Total Funding from HRC	Budget Narrative
	Name & Title	Rate/Hr.	# of Hrs.				
<b>Salaries &amp; Wages</b>	Tyana Kendrick, Youth Advocate	26.93	2080	\$ 2,893	\$ 2,893	\$ 5,786	Program staff responsible for delivering on service goals and targets on Page 2 of accompanying Scope of Work including housing navigation, workforce development, arts and cultural enrichment, and violence prevention interventions.  Data and Evaluation staff will oversee the violence prevention needs assessment activities. Evaluation Director and Program Director will collaborate on
	To be Hired, HSH Program Coordinator	28.28	2080	\$ 2,893	\$ 2,893	\$ 5,786	
	Bishop Howard, Program Director	51.30	2080	\$ 3,183	\$ 3,183	\$ 6,365	
	Kim Nguyen, Evaluation Director	49.32	2080	\$ 4,235	\$ 4,235	\$ 8,470	
	To be hired, Data Coordinator	26.92	1040	\$ 28,000	\$ 28,000	\$ 56,000	

							educational series.
	Toni Newman, Interim Executive Director	74.52	2080	\$ 1,759	\$ 1,759	\$ 3,517	Executive Director lead on partnerships with HRC grantees and formalize collaboration with the Transgender District.
	<b>Total Salaries &amp; Wages</b>			<b>\$ 42,963</b>	<b>\$ 42,963</b>	<b>\$ 85,925</b>	
<b>Fringe Benefits</b>	<b>Item</b>						
	FICA			\$ 3,286	\$ 3,286	\$ 6,572	
	SUI			\$ 430	\$ 430	\$ 860	
	Workers Compensation			\$ 209	\$ 209	\$ 418	
	Medical Insurance			\$ 4,303	\$ 4,303	\$ 8,606	
	Retirement			\$ 1,328	\$ 1,328	\$ 2,655	
	<b>Total Fringe Benefits</b>			<b>\$ 9,556</b>	<b>\$ 9,556</b>	<b>\$ 19,111</b>	
<b>Contractual Services</b>	<b>Item</b>						
	Research Consultant			\$ 15,000	\$ 35,000	\$ 50,000	\$50,000 allocated over two years to support with the literature review, development of community assessment, survey implementation, data analysis and report of findings.
	Curriculum Consultant (Educational series)			\$ -	\$ 10,000	\$ 10,000	\$10,000 allocated in Y2 to support educational series deliverable.

	IT Services			\$ 399	\$ 399	\$ 798	
	Clinical consultation services			\$ 7,810	\$ 8,090	\$ 15,900	Clinical consultation is offered to all program staff to ensure health and well being of client-facing staff and integrity of service delivery.
	Program Services (translation, etc.)			\$ 1,050	\$ 1,050	\$ 2,100	
	Payroll Services			\$ 132	\$ 132	\$ 264	
	Software and subscriptions			\$ 716	\$ 716	\$ 1,432	
	Building maintenance			\$ 666	\$ 666	\$ 1,332	
	<b>Total Contractual Services</b>			<b>\$ 25,773</b>	<b>\$ 56,053</b>	<b>\$ 81,826</b>	
<b>Equipment (including leasing)</b>	<b>Item</b>						
	Equipment lease and maintenance			\$ 68	\$ 88	\$ 156	
	<b>Total Equipment</b>			<b>\$68</b>	<b>\$88</b>	<b>156</b>	
<b>Other</b>	<b>Item</b>						
	Travel and Meetings			\$ 1,055	\$ 1,055	\$ 2,110	
	Training Materials, Outreach, Survey Implementation			\$ 300	\$ 7,500	\$ 7,800	LYRIC anticipates assessments be designed and tested in Y1 and roll-out to begin in Y2. Additional funds allocated in Y2 for survey implementation (\$5,000) and costs related to training materials and

							incentives for survey completion (\$2,500).
	Publications and Distribution			\$ -	\$ 5,000	\$ 5,000	Costs for final report and distribution
	Professional Development			\$ 320	\$ 320	\$ 640	
	Insurance			\$ 219	\$ 219	\$ 438	
	Program supplies			\$ 1,156	\$ 1,156	\$ 2,312	
	Participant/client costs			\$ 2,563	\$ 2,563	\$ 5,126	Costs to cover participant basic needs and travel to LYRIC
	Office and/or Project Supplies			\$ 258	\$ 258	\$ 516	
	Telecommunications			\$ 462	\$ 462	\$ 924	
	Printing & Copying			\$ 71	\$ 71	\$ 141	
	Postage & Shipping			\$ 33	\$ 33	\$ 66	
	Utilities			\$ 204	\$ 204	\$ 408	
	Total Other			\$ 6,641	\$ 18,841	25,481	
Indirect	Total Indirect (no more than 15%)			\$ 15,000	\$ 22,500	\$ 37,500	
TOTAL				\$ 100,000	\$ 150,000	\$250,000	



### **Appendix C--Form of Funding Request**

The term “Form of Funding Request” shall mean the attached invoice template

#### **FUNDING REQUEST**

<b>LYRIC-HRC Budget &amp; Monthly Invoice FY1920</b>					
<b>For period of:</b>					
		Budget (Enter Budget Submitted as part of Work Plan)	Amt billed this month (change formula to cell under appropriate month)	YTD billed	Budget remaining for FY1920
	FTE				
Program Director	0.04	4,487			
Program Manager	0.06	3,323			
Frontline Staff (Prog. Coord/Youth Advocate)	0.08	4,431			
Frontline Staff (Prog. Coord/Youth Advocate)	0.08	4,431			
Frontline Staff (Prog. Coord/Youth Advocate)	0.08	4,228			
Deputy Director	0.03	3,977			
Executive Director	0.02	2,719			
Data and Eval Manager (prog share)	0.03	1,709			
Operations Specialist (shared gen'l)	0.02	1,615			
Talent Development Manager (prog share)	0.03	2,279			
<b>Total Salaries</b>	<b>0.46</b>	<b>33,200</b>			
	-				
<b>Fringe</b>	-				
FICA	7.65%	2,540			
SUI	1.50%	498			
Workers Comp	2.29%	760			
Retirement	4.00%	1,328			
Health Benefits[1]	11.65%	3,868			
<b>Total Fringe</b>	<b>27.09%</b>	<b>8,994</b>			
	-				
<b>Subcontract</b>	-				
AWS (includes 10% indirect)	-	<b>57,000</b>			
	-				
<b>Professional Services</b>	-				
<b>Contracted Services[2]</b>	-	2,287			
	-				

<b>Operating Expenses</b>	-				
Facility: Rent	-	350			
Facility: Building Utilities and Svs	-	290			
Phone	-	720			
Office Supplies	-	960			
Program Supplies	-	1,400			
Staff Training	-	1,200			
Participant/Client Costs	-	1,600			
Other	-				
	-				
<b>TOTAL OPERATING</b>	-	<b>6,520</b>			
	-				
<b>Indirect Costs</b>	-				
Indirect Admin Fee	-	12,000			
<b>TOTAL PROGRAM EXPENSES</b>	-	<b>120,000</b>			

Approved by LYRIC Deputy Director

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

Approved by HRC

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

[\[1\] Benefit rate calculated given current staffing and projections for new positions; actual costs will likely vary.](#)

[\[2\] Includes: Payroll services, Bldg Mnt., Custodial, IT, Evaluation, Program Services, Clinical Supervision](#)

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

City Department or Commission	Date of Contract	Amount of Contract
SF Department on the Status of Women	*07/01/2020 – 06/30/2021	\$159,602
SF Department on the Status of Women (LYRIC lead with Asian Women's Shelter)	*07/01/2020 – 06/30/2021	\$197,344
San Francisco Department of Homelessness & Supportive Housing (LYRIC is a subcontractor to Huckleberry Youth Programs)	07/01/2020 – 06/30/2021	\$166,937
SF Department of Children, Youth, and Their Families	*07/01/2020 – 06/30/2021	\$177,435
SF Department of Children, Youth, and Their Families	*07/01/2020 – 06/30/2021	\$201,750
SF Department of Children, Youth, and Their Families	*07/01/2020 – 06/30/2021	\$204,780
SF Department of Children, Youth, and Their Families	*07/01/2020 – 06/30/2021	\$363,530
SF Department of Children, Youth, and Their Families	*07/01/2020 – 06/30/2021	\$206,000
SF Department of Children, Youth, and Their Families (LYRIC lead with Huckleberry Youth Programs and Healthy Initiatives for Youth)	*07/01/2020 – 06/30/2021	\$444,970
SF Department of Children, Youth, and Their Families (LYRIC is a subcontractor to Young Women's Freedom Center)	*07/01/2020 – 06/30/2021	\$81,372
SF Mayor's Office of Housing and Community Development	10/01/2020 – 06/30/2021	\$48,750
SF Human Rights Commission (LYRIC lead with Asian Women's Shelter)	*07/01/2020 – 06/30/2021	\$120,000
SF Department of Public Health (LYRIC lead with San Francisco AIDS Foundation)	*07/01/2020 – 06/30/2021	\$195,667
SF Department of Public Health	*07/01/2020 – 06/30/2021	\$154,244
SF Public Utilities Commission	*07/01/2020 – 06/30/2021	\$25,000

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

There are no permitted subgrantees for this grant.

## **Appendix F – Dispute Resolution Procedure**

### **Step 1**

The contractor will submit a written statement of the concern or dispute addressed to the Contract/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 Contract/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 contractor or provide a written response to the contractor within 10 working days.

### **Step 2**

Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/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 contractor. 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 contractor 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 contractor. The Department will respond in writing within 10 working days.

By signing below, 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.

LAVENDER YOUTH RECREATIONAL INFORMATION CENTER

By \_\_\_\_\_

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

Title \_\_\_\_\_



## San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 250366

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Mawuli Tugbenyoh	4152522500
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
HRC Human Rights Commission	mawuli.tugbenyoh@sfgov.org



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Lavender Youth Recreation Information Center	<b>TELEPHONE NUMBER</b> 4157036150
<b>STREET ADDRESS (including City, State and Zip Code)</b> 127 Collingsworth St. San Francisco, CA 94114	<b>EMAIL</b> lyricinfo@lyric.org

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 250366
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$300,000		
<b>NATURE OF THE CONTRACT (Please describe)</b> <p>The purpose of this funding opportunity is to advance initiatives by organizations providing economic security, stabilization, and arts and cultural enrichment programmatic services to transgender and gender non-conforming communities of color. The successful organization will have proven success in delivering actionable projects centering diverse transgender and gender nonconforming communities, specifically Black transgender and gender nonconforming populations, who face a myriad of systemic issues including lack of access to employment, safe housing, and cultural healing spaces.</p>		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	<b>THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM</b>
<input checked="" type="checkbox"/>	<b>A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES</b> Board of Supervisors
<input type="checkbox"/>	<b>THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS</b>

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Newman	Toni	Other Principal officer
2			
3			
4			
5			
6			
7			
8			
9			
10			
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**9. AFFILIATES AND SUBCONTRACTORS**

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
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27			
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29			
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK**

**DATE SIGNED**

BOS Clerk of the Board

## Introduction Form

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

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

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

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

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

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

- ☐ Yes      ☐ No

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

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor:

