

File No. 201423

Committee Item No. 13

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 27, 2021

Board of Supervisors Meeting

Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- Funding Recommendations for SOMA Stabilization Fund
- _____
- _____
- _____
- _____
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Completed by: Linda Wong Date January 19, 2021

Completed by: Linda Wong Date _____

1 [Authorizing Expenditures - SoMa Community Stabilization Fund - Agreement Amendment -
2 UCSF HEARTS Program - \$378,000]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development to**
4 **expend SoMa Community Stabilization Fund dollars in the increased amount of \$78,000**
5 **for a total amount of \$378,000 to extend a grant supporting Trauma Informed Systems**
6 **training and counseling for students, families, faculty and staff at Bessie Carmichael**
7 **School; and amending a grant agreement with the University of California, San**
8 **Francisco (UCSF) HEARTS Program to provide the specified services, to extend the**
9 **grant term by one year for a total term of July 1, 2018, through June 30, 2021.**

10
11 WHEREAS, On August 19, 2005, the Board of Supervisors approved Ordinance No.
12 217-05 (the “Ordinance”), which, among other things, established a new Rincon Hill
13 Downtown Residential Mixed Use District; and

14 WHEREAS, The Ordinance added Section 418 to the San Francisco Planning Code,
15 which identifies a need to mitigate the impacts of new development in the Rincon Hill area and
16 establishes two new fees: 1) the Rincon Hill Community Infrastructure Impact Fee, which
17 provides specific improvements, including community open spaces, pedestrian and
18 streetscape improvements and other facilities and services; and 2) a SoMa Community
19 Stabilization Fee, which mitigates impacts on affordable housing, economic and community
20 development and community cohesion in SoMa, as defined in San Francisco Planning Code,
21 Section 401 (the area bounded by Market Street to the north, Embarcadero to the east, King
22 Street to the south, and South Van Ness and Division to the west); and

23 WHEREAS, Both the Rincon Hill Community Infrastructure Impact Fee and the SoMa
24 Community Stabilization Fee are imposed on new residential development within the Rincon
25 Hill Downtown Residential Mixed Use District, as defined in San Francisco Planning Code,

1 Section 827 (the area generally bounded by Folsom Street, the Bay Bridge, the Embarcadero,
2 and Essex Street); and

3 WHEREAS, The Ordinance established two separate funds: 1) a Rincon Hill
4 Community Improvements Fund for the deposit of the Rincon Hill Community Infrastructure
5 Impact Fees collected; and 2) a SoMa Community Stabilization Fund for the deposit of SoMa
6 Community Stabilization Fees collected; and

7 WHEREAS, The money collected from the SoMa Community Stabilization Fee, along
8 with up to \$6,000,000 transferred from the Rincon Hill Community Improvements Impact
9 Fund, is to be deposited in the SoMa Community Stabilization Fund maintained by the
10 Controller, which will be used to address various impacts of destabilization on residents and
11 businesses in SoMa; and

12 WHEREAS, Under the Ordinance, the Board of Supervisors established the SoMa
13 Community Stabilization Fund Community Advisory Committee (SoMa CAC) to advise the
14 Mayor's Office of Community Development (MOCD), now the Mayor's Office of Housing and
15 Community Development (MOHCD), and the Board of Supervisors on the uses of the Fund;
16 and

17 WHEREAS, On May 6, 2008, the Board of Supervisors approved Resolution
18 No. 216-08, creating the SoMa Community Stabilization Fund Strategic Plan and authorized
19 MOHCD to administer the Fund in accordance with the Strategic Plan; and

20 WHEREAS, The SoMa CAC and MOHCD staff worked collaboratively to issue a
21 request for proposals (RFP) that was released on January 25, 2018, consistent with the
22 Strategic Plan, for nonprofit organizations and businesses seeking assistance from the Fund;
23 and

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1 WHEREAS, The Board of Supervisors approved Resolution 170-18 authorizing the
2 Mayor's Office of Housing and Community Development to expend \$300,000 from the SoMa
3 Community Stabilization Fund to provide Trauma Informed Systems training and clinical
4 support at Bessie Carmichael School; and

5 WHEREAS, The Mayor's Office of Housing and Community Development entered into
6 a two-year grant agreement with University of California, San Francisco (UCSF) HEARTS
7 Program to provide the specified services; and

8 WHEREAS, A copy of the SoMa CAC Funding Recommendations resulting from the
9 RFQ has been filed with the Clerk of the Board under File No. 180465, now, therefore, be it

10 RESOLVED, That the Mayor's Office of Housing and Community Development is
11 hereby authorized to expend \$78,000 from the SoMa Community Stabilization Fund,
12 amending and extending UCSF HEARTS Program's grant agreement through June 30, 2021,
13 all in accordance with the purposes and goals for the funding as generally set forth in the
14 Strategic Plan and the Funding Recommendations approved by the CAC and filed with the
15 Clerk of the Board; and, be it

16 FURTHER RESOLVED, That within thirty days of the Agreement being fully executed
17 by all parties, the Mayor's Office of Housing and Community Development shall provide to the
18 Clerk of the Board for inclusion into the official file.

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1 Recommended:

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3 /s/
Eric D. Shaw, Director, MOHCD

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5 Approved:

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7 /s/
London N. Breed, Mayor

/s/
Ben Rosenfield, Controller

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Funding Recommendations
for South of Market Community Stabilization Fund

December
2020

<u>Agency</u>	<u>Program Description</u>	<u>1 Year Funding</u>
<i>Capacity Building for Trauma Informed Systems</i>		
The Regents of the University of California/UCSF HEARTS	Capacity building services to implement trauma informed systems at Bessie Carmichael School	\$78,000
		\$78,000
<i>TOTAL EXPENDITURE REQUEST</i>		<i>\$78,000</i>

**AMENDMENT TO GRANT AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
SAN FRANCISCO CAMPUS
111715-18**

This Amendment to Grant Agreement ("Amendment") is made on January 1, 2021 by and between the City and County of San Francisco, a municipal corporation ("City"), acting by and through the Mayor's Office of Housing and Community Development or Office of Economic and Workforce Development ("MOHCD/OEWD") and The Regents of the University of California, on behalf of its San Francisco campus. ("Grantee").

The parties have previously entered into a Grant Agreement dated as of July 1, 2018 ("Grant Agreement"). Pursuant to the Grant Agreement, the City agreed to grant to Grantee a total of \$300,000.00 in grant funds (the "Grant Funds") in return for certain promises and agreements by Grantee set forth therein.

Now, therefore for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Increase in Grant Funds**: The Grant Funds are hereby increased by \$78,000.00, increasing the total grant to \$378,000.00. The Grantee shall use the increase for fulfilling all the provisions of the Work Plan in accordance with the Project Budget and for no other purpose.
2. **Project Budget**: The Budget attached to the Grant Agreement is hereby deleted in its entirety and replaced with Schedule 1 attached hereto.
3. **Work Plan**: The Work Plan attached to the Grant Agreement is hereby deleted in its entirety and replaced with Appendix A attached hereto.
4. **Sugar-Sweetened Beverage Prohibition**: Grantee agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
5. **Health Care Accountability Ordinance**: Grantee shall comply with San Francisco Administrative Code Chapter 12Q. Grantee shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Grantee is subject to the enforcement and penalty provisions in Chapter 12Q.
6. **Public Access to Nonprofit Records and Meetings**: 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 must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.
7. **Section 18.29 - Payment Card Industry ("PCI") Requirements**: Grantees providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:
 - a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Grantee whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.
 - b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Grantee shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.
 - c. For any Grantee that processes PIN Debit Cards, payment card devices supplied by Grantee shall be validated against the PCI Council PIN Transaction Security (PTS) program.

- d. For items (a) to (c) above, Grantee shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.
 - e. Grantee shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.
 - f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.
- 8. Miscellaneous:** Except as expressly modified herein, the terms, covenants and conditions of the Grant Agreement shall remain in full force and effect. This Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Grant Agreement. The City and Grantee hereby ratify and confirm all of the provisions of the Grant Agreement as amended by this Amendment.

In witness whereof, the parties have executed this Amendment as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

GRANTEE/CORPORATION:
The Regents of the University of California, on behalf
of its San Francisco campus, a California nonprofit
public benefit corporation

BY: _____
LONDON N. BREED, MAYOR

BY: _____
Print Name:
Title:

(If the person signing is NOT the Board President/
Chair or other officer authorized to execute legal
instruments under Grantee's Bylaws, Grantee
must provide City with a corporate resolution
pursuant to Section 19.07)

BY: _____
ERIC D. SHAW, Director
Mayor's Office Of Housing And Community
Development

OR

BY: _____
JOAQUIN TORRES, Director
Office of Economic and Workforce Development

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

BY: _____
Deputy City Attorney



City and County of San Francisco
Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

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Grant Agreement Packet

Agency Name: The Regents of the University of California, on behalf of its San Francisco campus
Agency DUNS Number: 09 487 8337
Program Area: Organizational Capacity Building
Program Year(s): 2018-2019, 2019-20
Project ID: 111715-18
Project Description: Capacity building and trauma-informed systems training at Bessie Carmichael School
Grant Period: July 1, 2018 – June 30, 2020
Total Grant Amount: \$300,000

Awarding Agency and Contact Information:
Mayor's Office of Housing and Community Development
Grants Coordinator: Claudine Del Rosario
Phone Number: 415-701-5580
Email Address: claudine.delrosario@sfgov.org

**GRANT AGREEMENT
(FY 2018-2019, 2019-20)**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO
CAMPUS**

THIS GRANT AGREEMENT (this "Agreement") is made this July 1, 2018, in the City and County of San Francisco, State of California, by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its San Francisco campus**, a California nonprofit public benefit corporation ("Grantee" or "Contractor"), and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through the Mayor's Office of Housing and Community Development or Office of Economic and Workforce Development ("MOHCD/OEWD").

WITNESSETH:

WHEREAS, Grantee has submitted a grant application to MOHCD/OEWD seeking a grant for the purpose of funding the matters set forth in the Work Program (as defined below);

WHEREAS, City has reviewed the grant application, and has agreed to grant certain funds to Grantee on the terms and conditions set forth in this Agreement;

WHEREAS, Grantee understands and acknowledges that City is using this Agreement for different types of grants with different grant fund sources, including funds from (i) City's general fund; (ii) the United States Department of Housing and Urban Development ("HUD"), including Community Development Block Grant ("CDBG") funds under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Sections 5301 et. seq.), as amended, Emergency Solutions Grant Program ("ESG") funds under the McKinney-Vento Homeless Assistance Act (42 U.S.C. Sections 11301 et. seq.), as amended, Housing Opportunities for Persons With AIDS ("HOPWA") funds under the AIDS Housing Opportunity Act (42 U.S.C. Sections 12901 et. seq.), and HOME Investment Partnerships Program ("HOME") funds under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. Sections 12721 et. seq.); (iii) the California Department of Housing and Community Development ("HCD") Housing-Related Parks Program funds ("HRP") under the State of California's Housing and Emergency Shelter Trust Fund Act of 2006, Health and Safety Code Section 53545, subdivision (d), originally established pursuant to Chapter 641, Statutes of 2008 (AB 2494, Caballero), at Chapter 8 of Part 2 of Division 31 of the Health and Safety Code (commencing with Section 50700) and subsequently amended pursuant to Chapter 779, Statutes 2012 (AB 1672, Torres); and (iv) the South of Market Community Stabilization Fund ("SoMa Fund") under San Francisco Planning Code Section 418, which establishes the Fund and permits the City to use the Fund to address the impacts of destabilization on residents and businesses in SOMA (as hereinafter defined) including assistance for: affordable housing and community asset building, small business rental assistance, development of new affordable homes for rental units for low income households, rental subsidies for low income households, down payment assistance for home ownership for low income households, eviction prevention, employment development and capacity building for SOMA residents, job growth and job placement, small business assistance, leadership development, community cohesion, civic participation, and community based programs and economic development.

WHEREAS, If Grantee has one or more existing HOPWA loan agreements with the City (a "HOPWA Loan"), such HOPWA Loan(s) are listed on the first page of this Agreement;

WHEREAS, The funding source for this grant is identified on the first page of this Agreement;

WHEREAS, Grantee understands and agrees that all of the provisions below apply to this Agreement, except any provisions that expressly provide that they are limited to a particular funding source which is not the source of the funds for this Agreement (as identified on the first page of this Agreement);

WHEREAS, Grantee seeks funds for the Work Program, as defined below, and City agrees to provide such funds, on the terms and conditions set forth herein; and,

WHEREAS, It is anticipated that the Board of Supervisors will establish a new City department that will serve as the City's lead agency with respect to the provision and coordination of homeless services, and that such department will assume management of this Agreement (**For ESG Grants only**).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 – Specific Terms

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

- (a) **"Acquired Immunodeficiency Syndrome (AIDS) or Related Diseases"** shall mean the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
- (b) **"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.
- (c) **"Application Documents"** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (d) **"CDBG Program"** shall mean the 2017-2018 CDBG Program on file with MOHCD/OEWD, together with all applicable federal regulations and the CDBG grant agreement between HUD and City.
- (e) **"Charter"** shall mean the Charter of City.
- (f) **"CMD"** shall mean the Contract Monitoring Division of the City.
- (g) **"Controller"** shall mean the Controller of City.
- (h) **"Effective Date"** shall have the meaning set forth in Section 3.01 below.
- (i) **"ESG Program"** shall mean the 2017-2018 ESG Program on file with MOHCD/OEWD, together with all applicable federal regulations and the ESG grant agreement between HUD and City.
- (j) **"Event of Default"** shall have the meaning set forth in Section 14.01 below.
- (k) **"Fiscal Quarter"** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (l) **"Fiscal Year"** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during all or any portion of which this Agreement is in effect.

- (m) **"Form H"** shall have the meaning set forth in Section 7.03(C) below.
- (n) **"Funding Source"** shall mean the federal, state or city program under which MOHCD/OEWD receives the funding from which this grant is made.
- (o) **"Grant Amount"** shall mean the total funds authorized for distribution to Grantee under this Agreement, as set forth in Section 5.01 below.
- (p) **"Grant Funds"** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (q) **"HOME Program"** shall mean the 2017-2018 HOME Program on file with MOHCD/OEWD, together with all applicable federal regulations and the HOME grant agreement between HUD and City.
- (r) **"Homeless Individual or Family"** is defined in the ESG program regulations at 24 C.F.R. 576.2.
- (s) **"HOPWA Program"** shall mean the 2017-2018 HOPWA Program on file with MOHCD/OEWD, together with all applicable federal regulations and the HOPWA grant agreement between HUD and City.
- (t) **"HRP Program"** shall mean the HRP Program on file with MOHCD/OEWD, together with all applicable state regulations, the HRP Program Guidelines, and the HRP grant agreement between HCD and City.
- (u) **"Indemnified Parties"** shall mean: (i) City, including MOHCD/OEWD and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) Grantee, including all commissions, departments, agencies and other subdivisions of Grantee, directors, officers, employees, agents, successors and assigns of Grantee; and (iv) all persons or entities acting on behalf of any of the foregoing.
- (v) **"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.
- (w) **"MOHCD/OEWD Program"** shall mean the federal, state or local funding program that MOHCD/OEWD is administering.
- (x) **"Procedures Manual"** shall mean the MOHCD/OEWD Operating and Procedures Manual, the Capital Implementation Manual, and/or the Small Business Enterprise Program Manual, as appropriate, and as the same may be amended from time to time.
- (y) **"Project Budget"** shall mean the project budget attached to this Agreement as Appendix A.
- (z) **"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 Work Program or is paid for in whole or in part using Grant Funds.
- (aa) **"SOMA"** shall mean the area in San Francisco bounded by Market Street to the north, Embarcadero to the east, King Street to the south, and South Van Ness and Division to the west.
- (bb) **"Tenure Period"** shall have the meaning set forth in Section 3.03 below.
- (cc) **"Value of the Building"** shall mean the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser.
- (dd) **"Work Program"** shall mean the Grantee's Work Program identified in Appendix A attached hereto.

Section 1.02 – Incorporation of Funding Source Requirements

Grantee understands and acknowledges the limitations and requirements imposed on Grantee as a result of the Funding Source for this Agreement, as identified on the first page of this Agreement, including applicable federal and/or state regulations and the agreement between City and the federal or state entity, if any, that provided the funds to City for this Agreement. As a result, all CDBG grants require strict compliance with the CDBG Program, all ESG grants require strict compliance with the ESG Program, all HOPWA grants require strict compliance with the HOPWA Program, and all HOME grants require strict compliance with the HOME Program. Grantee agrees that all activities taken by Grantee and its agents under this Agreement shall comply with the applicable program requirements and, if Grantee has any questions regarding such requirements Grantee shall (i) look at the applicable program requirements on file at MOHCD/OEWD, and (ii) seek clarification from MOHCD/OEWD staff.

Section 1.03 – Additional Terms

The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement or permission of MOHCD/OEWD. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOHCD/OEWD. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, acceptable to or satisfactory to MOHCD/OEWD. 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 7.

Section 1.04 – 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 19.02. 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

Section 2.01 – 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.

Section 2.02 – Certification of Controller; Guaranteed Maximum Cost

No funds shall be available under this Agreement until City's receipt of funds from the Funding Source and prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:

- (a) City's obligation hereunder shall not at any time exceed the least of (i) the amount certified by the Controller for the purpose and period stated in such certification; (ii) the Grant Amount, as such amount may be amended pursuant to Section 19.02; (iii) the amount of funds actually received by City for the Work Program; and (iv) the costs incurred by Grantee to perform the Work Program as described in Appendix A.
- (b) 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 Work Program unless this Agreement is amended in writing and approved as required by law to authorize such additional services, materials, equipment or supplies.

City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and that were not approved by a written amendment to this Agreement having been lawfully executed by City.

(c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) 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.

Section 2.03 – 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.

Section 2.04 – 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.

ARTICLE 3 EFFECTIVE DATE, TERM AND TERMINATION FOR CONVENIENCE

Section 3.01 – Effective Date

This Agreement shall become effective when (i) duly executed by all of the parties and (ii) the Controller has certified to the availability of funds as set forth in Section 2.02 and MOHCD/OEWD has notified Grantee thereof in writing (the "Effective Date").

Section 3.02 – Duration of Term

Time is of the essence in this Agreement. The term of this Agreement shall commence on July 1, 2018. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2020. Any funds not expended for eligible costs on or before the expiration or termination date shall be immediately returned to the City, regardless of the reason for the delayed expenditure and regardless of whether Grantee has completed the Work Program.

For all projects that include construction or renovation of facilities, construction must begin as soon as reasonably possible but in no event later than one year after the Effective Date of this Agreement. Without limiting City's right and remedies under this Agreement, (1) City has the right to terminate this Agreement and use the Grant Funds for other purposes at any time before the start of construction, (2) any extension of the term of this Agreement is subject to the prior written approval of MOHCD, which approval may be given or denied in MOHCD's sole discretion. If Grantee holds any Grant Funds at the time of the expiration or termination of this Agreement, which Grant Funds were not expended for eligible costs before the expiration or termination date, then Grantee shall immediately notify City of the remaining balance of the unexpended Grant Funds. City will decide either to: (1) extend the term and allow the Grant Funds to be used for identified eligible costs; or (2) require the immediate return of the unexpended Grant Funds; and City will notify Grantee in writing of its decision. Grantee shall not expend any Grant Funds during the period between the expiration or termination date and the date that City notifies Grantee of its decision.

Section 3.03 – Termination for Convenience

Either party may terminate this Agreement by giving sixty (60) calendar days advance written notice to the other party of the intention to terminate this Agreement, including the date upon which it will become effective. Upon issuance and receipt of a notice to terminate, both parties shall mitigate any outstanding financial commitments. In the event of termination of this Agreement before expiration, the Grantee agrees to file with the City all outstanding claims, cost reports and program reports within ninety (90) calendar days of such termination. Grantee shall be paid for those services performed pursuant to this Agreement to the satisfaction of City up to the date of termination and after said date for any services mutually agreed to by the parties as necessary for continuity of care, in which case the following sentence shall not apply. Costs which City shall not pay include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries and/or benefits, post-termination administrative expenses, or any other cost which is not reasonable and authorized under this Agreement. City's payment obligation under this Section shall survive termination of this Agreement.

ARTICLE 4 IMPLEMENTATION OF WORK PROGRAM

Section 4.01 – Implementation of Work Program: Cooperation with Monitoring

Grantee shall use the Grant Funds distributed by City under this Agreement solely for the Work Program(s) identified in and attached hereto as Appendix A and in accordance with the associated Project Budget(s) also identified in and attached hereto as Appendix A. Grantee shall not use the Grant Funds for any other purpose. If the Term of this Agreement is longer than one (1) year, Grantee shall, in good faith and with diligence, cooperatively draft with MOHCD/OEWD a Work Program and Project Budget for each year of the Term (each, a Grant Year"). Grantee shall submit to MOHCD/OEWD a Work Program and Project Budget no later than fifteen (15) days prior to the commencement of each Grant Year. Each Work Program and Project Budget approved by MOHCD/OEWD in a successive Grant Year is hereby attached hereto as Appendix A and incorporated herein. Grantee acknowledges and understands that MOHCD/OEWD will not obtain certification from the Controller until each Work Plan and each Project Budget are approved by MOHCD/OEWD for each Grant Year, as applicable. In the event Grantee has more than one Work Program under this Agreement, Grantee shall: (i) submit a separate Project Budget for each such Work Program, and (ii) administer and maintain records for each Work Program and Project Budget separately. In no event shall there be any transfer of Grant Funds from one Work Program and Project Budget to another Work Program and Project Budget of a different Grant Year without the prior written approval of City. The provisions and terms of this Agreement shall apply with respect to each Work Program and Project Budget, including any successive Work Program and Project Budget in each Grant Year, and each reference to the Work Program or Project Budget shall include the singular and/or the collective, as appropriate. In the event of a breach of this Agreement with respect to any one or more of the attached Work Programs, MOHCD/OEWD shall have the right to suspend or terminate this Agreement as to all of the Work Programs.

B. Grantee shall, in good faith and with diligence, (i) expeditiously administer and implement the Work Program on the terms and conditions set forth in this Agreement and in accordance with the Project Budget, and (ii) fully and faithfully perform all duties and tasks necessary to meet the goals set forth in the Work Program. Grantee shall not materially change the nature or scope of any Work Program or Project Budget 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 under the MOHCD/OEWD Program, including those set forth in MOHCD/OEWD's Operating Procedures Manual and/or Capital Implementation Manual (the "Procedures Manual") previously delivered to Grantee and incorporated herein by this reference, as the same may be updated or amended from time to time, related to evaluation, planning and monitoring of the Work Program and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

C. **(Subsection for CDBG, ESG and HOPWA Grants only)** The Work Program for direct services must be intended to either maintain services that are currently funded with CDBG, ESG or HOPWA or increase the level of services currently provided by Grantee.

D. **(Subsection for CDBG, ESG and HOPWA Grants only)** Grantee shall abide by all existing and future applicable federal laws and regulations, including HUD, DOJ and Council on Environmental Quality (CEQ) regulations, as they may be amended, from time to time, pertaining to the Work Program and to third person contracts or agreements relating to the Work Program. In the event the Funding Source amends, waives, or repeals any Funding Source administrative regulation previously applicable to Grantee's performance under this Agreement, MOHCD/OEWD expressly reserves the right to require performance of Grantee as though the regulation were not amended, waived or repealed, subject only to written and binding objection by the Funding Source. Prior to

constructing any physical improvements using the Grant Funds, Grantee shall forward to City a copy of any required environmental approvals, determinations, negative declaration exemptions or the like.

E. Grantee shall, upon request or as appropriate, prepare and make public presentations or conduct public meetings or hearings relative to the accomplishments of the Work Program. Grantee agrees to promptly comply with any request by MOHCD/OEWD to conduct such presentations or meetings in response to MOHCD/OEWD or community concerns relating to the Work Program.

Section 4.02 – Grantee’s Personnel

The Work Program shall be implemented only by competent personnel under the direction and supervision of Grantee.

Section 4.03 – Publications and Work Product

A. If, in connection with Services performed specifically under the exclusive direction and control of the City under this Agreement or the implementation of the Work Program, Grantee or any subcontractor 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. The City hereby gives Grantee a non-exclusive royalty-free worldwide license to use such material for scholarly or academic purposes. Except as provided herein, Grantee may not sell, or otherwise transfer its license to any third party for any reason whatsoever. Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. In all other instances, Grantee shall retain ownership and shall give the City a non-exclusive, royalty-free worldwide license to use such material for scholarly, academic or public purposes.

B. 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 on a basis prohibited under Section 18.01 below; undermines the purpose of the Work Program; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Work Program; 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 Work Program 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.

C. 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 Work Program, or causing such element of the Work Program to be performed, consistent with the terms and conditions of this Agreement.

D. Grantee acknowledges the importance of the public’s understanding of MOHCD/OEWD efforts. Grantee agrees to identify and publicize newsworthy program accomplishments and activities, and to acknowledge the Funding Source if and when appropriate and possible. In addition, Grantee shall credit MOHCD/OEWD, and the Funding Source as applicable, in all Publications, press releases, brochures, and other material resulting from activities, events, projects or programs supported with the Grant Funds. If a CDBG project, this acknowledgment should identify the project as: "Funded by the Mayor’s Office of Housing and Community Development/Office of Economic and Workforce Development through the Community Development Block Grant Program." If an ESG project, this acknowledgment should identify the project as: "Funded by the Mayor’s Office of Housing and Community Development through the Emergency Solutions Grant Program." Except as set forth in this Section, Grantee shall not use the name of the MOHCD/OEWD or City (as a reference to the municipal grantee as opposed to location) in any Publication without prior written approval of City.

Section 4.04 – Capital Programs

A. For Work Programs that include construction or renovation activity, Grantee acknowledges that Grant Funds provided under this Agreement are to be used to perform capital improvements, and that such Grant Funds may not be used for subsequent repairs or improvements to the facility following completion of the Work Program.

To fund such subsequent work, Grantee shall establish an adequate building repair and maintenance program, subject to review and approval by City that preserves and enhances the life expectancy of the improvements. This may include seeking monies from other sources to establish a building repair/maintenance reserve fund to cover future improvements. No MOHCD/OEWD monies may be used to fund such reserves.

B. For all construction and rehabilitation projects for which permits are required by the San Francisco Building Code, Grantee will obtain the approval of the Mayor's Office on Disability ("MOD") prior to or concurrent with all such applications for Building Permits from the San Francisco Department of Building Inspections unless the project is exempted from MOD review. Projects exempted from MOD review and sign off are those projects that are defined as such in the Capital Implementation Manual published by MOHCD/OEWD.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

Section 5.01 – Maximum Amount of Grant Funds

Grant Amount: The amount of the Grant Funds authorized for disbursement hereunder shall not exceed \$300,000 during the Term of this Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

Contingent Amount: "Contingent Amount" shall mean an amount not to exceed \$75,000, in MOHCD/OEWD's sole discretion, that may be available as contingency funding for the Work Program subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget without: (a) submitting a written request to revise the Project Budget to MOHCD/OEWD along with a proposed revision to the Project Budget and Work Program, if applicable, and (b) prior written approval by MOHCD/OEWD of such revision to the Project Budget and Work Program, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed \$375,000.

Section 5.02 – Use of Grant Funds

Grantee hereby agrees that Grant Funds disbursed under this Agreement shall be used solely and strictly in accordance with the terms of this Agreement. Grantee shall expend the Grant Funds in accordance with the Project Budget, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Project Budget. Grantee acknowledges and agrees that the availability of Grant Funds allocated under this Agreement is expressly conditioned on Grantee's fulfilling all the provisions of the Work Program in accordance with the Project Budget.

Section 5.03 – Other Funding

Grantee shall actively seek non-MOHCD/OEWD funding sources to fund operating costs and cost overruns of the Work Program, to assure continuity and eligibility of the Work Program, and to provide regular maintenance and repair to any facility or equipment. If the Work Program involves construction and the total Work Program costs exceed the Grant Amount, City may condition approval of any construction contract and/or disbursement of any portion of the Grant Amount upon the provision of satisfactory evidence of the availability of funds to cover such shortfall.

Section 5.04 – Disbursement Procedures

A. **(Subsection for CDBG, ESG and HOPWA Grants only)** City will distribute the Grant Amount to Grantee for eligible costs incurred by Grantee on a cost-reimbursement basis in conformance with all the terms of this Agreement and with the provisions of Office of Management and Budget ("OMB") Uniform Guidance requirements in C.F.R. Title 2, Subtitle A, Chapter II, Part 200.

B. **NO COST INCURRED BY GRANTEE PRIOR TO THE CERTIFICATION OF THIS AGREEMENT WILL BE REIMBURSED, INCLUDING BUT NOT LIMITED TO ARCHITECT OR CONSULTANT FEES INCURRED IN DEVELOPING THE PROJECT BUDGET OR IMPROVEMENT PLANS FOR THE WORK**

PROGRAM. IN ADDITION, IF THE WORK PROGRAM IS STALLED OR SUSPENDED FOR ANY PERIOD OF TIME, CITY MAY, AT ITS OPTION, REFUSE TO MAKE ANY PAYMENTS HEREUNDER APPLICABLE TO SUCH PERIOD, INCLUDING PAYMENTS FOR SALARIES AND OTHER FIXED ITEMS OF EXPENSE.

C. The City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that are beyond the scope of the Work Program unless this Agreement is amended in writing to authorize such additional services, materials, equipment or supplies. The City is not required to pay Grantee for services, materials, equipment or supplies that are provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and that were not approved by a written amendment to this Agreement having been lawfully executed by the City.

D. The City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. The City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

E. Upon certification of this Agreement by City's Controller, and upon the execution of any contract between Grantee and its contractor or lessor in accordance with Section 7.03 hereof, City may, at its option, deposit an amount commensurate with the initial payment called for in such contract into a separate account of a designated lending institution established by Grantee solely for funds provided under this Agreement.

F. After the initial advance, if any, made pursuant to Section 5.04 (E) above, Grantee shall submit disbursement requests to MOHCD/OEWD, no more frequently than monthly, together with copies of all invoices and other documents supporting the request as required by the procedures identified in the Procedures Manual. City shall have no obligation to disburse the requested amounts unless Grantee has provided, upon City's request, appropriate documentation or other support that the requested disbursement complies with the requirements of this Agreement. Upon review and approval of the request, and at MOHCD/OEWD's option, a physical inspection of the Work Program, MOHCD/OEWD will process payments to Grantee. If the disbursement request relates to amounts due pursuant to third party contracts, MOHCD/OEWD will not disburse amounts that exceed the amounts specified in the approved contract. For construction contracts, MOHCD/OEWD shall withhold a minimum of 10% of each progress payment (the "Retained Amount") pending final Work Program completion. The Retained Amount will be paid upon MOHCD/OEWD's receipt of a certified Notice of Completion, appropriate lien waivers or releases, a Request for Final Payment together with copies of all invoices and other documents supporting that request, and any other documents or instruments reasonably requested by MOHCD/OEWD. City shall have no obligation to appropriate funds, and City's obligation to make payments hereunder shall automatically terminate, without cost or liability of any kind to City, upon (i) City's payment of all amounts previously appropriated by City, or (ii) City's termination of this Agreement.

G. MOHCD/OEWD may, at its option, issue checks payable to the order of Grantee or two-party checks payable to the order of Grantee and its contractor or lessor. Grantee agrees to pay to said contractor or lessor any amounts due within five (5) business days of receipt by Grantee of payment from the City. Grantee further agrees to return any funds to the City, within five (5) business days, if Grantee chooses for any reason not to make payment of the funds to the contractor or lessor.

H. The City's sole obligation under this Agreement shall be to act in good faith to administer the MOHCD/OEWD Program and to make disbursements as it deems appropriate pursuant to the terms of this Agreement. The City shall not, under any circumstances, be liable for any delay in disbursement or for any delay or failure to approve or disburse funds.

I. In the event of any dispute between Grantee and any contractor, lessor or other third party relating to the Work Program, Grantee shall immediately inform the City of the dispute and all information relative to the dispute. The City shall have no responsibility for resolving disputes between Grantee and its contractor or lessor pertaining to the Work Program, nor shall the City be obligated to make any disbursements during the period that the City determines such a dispute exists. In the event any such dispute is not resolved within ninety (90) days, the City may, at its option, immediately suspend or terminate this Agreement and the City shall not be obligated to disburse any funds with respect to the disputed work; provided, however, Grantee shall not be obligated to return any funds which have been disbursed by the City and properly applied by Grantee for permitted expenses under this Agreement.

J. Any and all disbursement must be made in strict accordance with the Project Budget. Grantee agrees to refund to the City any payments if it is reasonably determined that they were not properly due to Grantee under this Agreement within thirty (30) days after receipt of notice from MOHCD/OEWD of such determination. Any amendment to the Project Budget must be made in accordance with Section 19.02.

K. 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 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. 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.

Section 5.05 - Program Income (Section for CDBG, ESG and HOPWA Grants only)

A. "Program Income" shall mean gross income earned by Grantee from CDBG-supported, ESG-supported and HOPWA-supported activities, including but not limited to service fees, proceeds from the sale of commodities and real or personal property, usage and rental fees, payments of principal and interest on loans to eligible recipients and the repayment of deferred payment loans. For projects that include construction, "Program Income" means all gross income from the use or rental of real property that was constructed or improved by funds granted under this Agreement, less costs incidental to generation of such income. To the extent such construction or improvement is assisted with funds other than those granted under this Agreement, "Program Income" shall be adjusted to reflect the percentage of funds granted under this Agreement as compared to the total construction or improvement costs for the project. In addition to the use restrictions discussed in Section 5.05(B) and (C) below, all other provisions of this Agreement shall apply to expenditures of Program Income.

B. Program Income generated prior to the disbursement of the entire Grant Amount shall be retained by Grantee and expended against operating costs or improvement items identified in the Project Budget, or against additional operating costs or improvement items that are approved in writing by MOHCD/OEWD. Program Income shall be substantially disbursed for eligible activities before additional cash disbursements may be requested under this Agreement. The amount of the Grant Amount to be disbursed to Grantee may be reduced to the extent MOHCD/OEWD reasonably determines Program Income is available to pay for items listed in the Project Budget.

C. Program Income earned after the disbursement of the entire Grant Amount but before expiration of the term of this Agreement, as defined in Section 3.02 above shall be expended for eligible activities only and upon the prior written approval of MOHCD/OEWD.

D. Upon expiration of the later of (i) the Tenure Period, as defined in Section 3.03, of this Agreement; (ii) the term of this Agreement (for Work Programs that do not include construction); and (iii) the tenure period of any other CDBG-funded, ESG-funded or HOPWA-funded agreement between City and Grantee, or if such other agreement does not have a tenure period then upon its expiration, Grantee shall return to City any unexpended Program Income from the Work Program or from any other CDBG-funded, ESG-funded or HOPWA-funded activity.

E. Grantee agrees to comply with HUD regulations concerning Program Income, which are established in the Consolidated Community Development Block Grant Regulations (24 C.F.R. Parts 84 and 570) and Uniform Guidance requirements in OMB C.F.R. Title 2, Subtitle A, Chapter II, Part 200, Subpart D §200.80, all of which are incorporated herein by this reference.

ARTICLE 6 RESTRICTIONS ON THE USE OF THE FUNDS

Section 6.01 – Restrictions on Disbursements

Grantee shall use the Grant Amount only for costs specifically included in the Work Program or Project Budget, or otherwise approved by MOHCD/OEWD in writing. Without limiting the foregoing, under no circumstances shall the Grant Amount be used for any of the following:

A. Costs that violate the terms of this Agreement or exceed the total Project Budget in Appendix A.

B. (Subsection for CDBG, ESG and HOPWA Grants only) Costs listed as ineligible in OMB Uniform Guidance requirements in C.F.R. Title 2, Subtitle A, Chapter II, Part 200.

C. Costs incurred after MOHCD/OEWD has requested Grantee to withhold further disbursements and/or to furnish additional data, until Grantee is thereafter advised by MOHCD/OEWD in writing that City has no objection to Grantee so proceeding.

D. Payments to any contractor, consultant, lessor or other third party without benefit of a written contract previously approved in writing by MOHCD/OEWD pursuant to Section 7.03, or not in compliance with MOHCD/OEWD requirements relating to consultant and fiscal matters.

E. **(Subsection for CDBG, ESG and HOPWA Grants only)** To replace non-federal contributions, loans or grants required by any agreement with any federal or federally-funded agency.

F. Costs incurred by Grantee prior to commencement of the term of this Agreement or following the expiration or earlier termination of this Agreement, regardless of the type of costs.

G. Costs relating to the acquisition, construction, reconstruction, rehabilitation, repair, maintenance or operation of religious structures used for religious purposes.

II. Political activities, as more particularly set forth in Section 18.10 below.

I. **(Subsection for SoMa Fund Grants only)** Grantee shall use the Grant Amount only for costs specifically included in the Work Program. Without limiting the foregoing, under no circumstances shall the Grant Amount be used for any activities that do not address the impact of destabilization on residents and businesses in SOMA, as required under Section 418 of the Planning Code.

Section 6.02 – Contract Close Out

Grantee acknowledges and agrees that the Grant Amount shall be used only to reimburse Grantee for eligible costs incurred by Grantee during the term and that, upon expiration of the term, or upon earlier termination of this Agreement, Grantee shall have no interest in any portion of the Grant Amount that is not required to reimburse Grantee for eligible costs incurred during the term.

ARTICLE 7 ASSIGNMENT AND CONTRACTING

Section 7.01 – 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.

Section 7.02 – Agreement Made in Violation of this Article

Any agreement made in violation of Section 7.01 shall confer no rights on any person or entity and shall automatically be null and void.

Section 7.03 – Subcontracting

A. Grantee, when necessary to complete the Work Program, may subcontract parts of the Work Program to contractors acceptable to MOHCD/OEWD, subject to the provisions of this Section.

B. Prior to entering into any contract for contractor or consultant services for Three Thousand Dollars (\$3,000.00) or more, Grantee must submit the proposed contract to MOHCD/OEWD for approval, together with information concerning the qualifications and licensing of the proposed contractor or consultant and any additional information requested by MOHCD/OEWD. All proposed contracts must detail the responsibilities, standards and compensation of the contractor or consultant. Reasons for disapproval of such contract may include, but are not

limited to, a scope of work or budget that does not reflect the Project Budget or Work Program, or insufficient qualifications of the contractor or consultant.

C. No funds will be disbursed by City for the services of a contractor or consultant unless pursuant to a written contract. All contracts for \$3,000.00 or more must be approved in writing by MOHCD/OEWD in advance, and shall be made in conformance with the requirements and procedures set forth in MOHCD/OEWD Form H: Request for Approval of Subcontract and Equipment Purchases ("Form H"). Without limiting the foregoing, all contracts and subcontracts entered into by Grantee must include the applicable provisions of this Agreement relative to the Funding Source.

D. **(Subsection for CDBG, ESG and HOPWA Grants only)** No person providing services under contract with Grantee will receive more than a reasonable rate of compensation for such services paid with the Grant Amount, which amount shall not exceed, on a daily basis, the maximum daily rate of compensation for a GS-18 employee as established by federal law. Adjustments of eligible costs for such services may be made where audit and monitoring reviews indicate that the rates of compensation were not reasonable or exceeded the maximum permissible rates. Services provided under an independent contractor relationship is governed by the Procurement Standards set forth in 24 C.F.R. Part 84 and is not subject to the GS-18 limitation.

E. In the event that Grantee contracts parts of the Work Program to contractors acceptable to MOHCD/OEWD, 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 contractor or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its contractors comply with all of the terms of this Agreement, insofar as they apply to the contracted portion of the Work Program. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all contractors to the extent applicable. A default by any contractor shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any contractor and City.

Section 7.04 – Grantee Retains Responsibility

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

ARTICLE 8 ACQUISITION OF REAL AND PERSONAL PROPERTY

Section 8.01 – Purchase Procedures

A. Any purchase of property or services under this Agreement must be consistent with applicable federal, state and local laws.

B. **(Subsection for CDBG, ESG and HOPWA Grants only)** Any purchase of property or services under this Agreement must be consistent with the existing and future procurement standards set forth in 24 C.F.R. Part 84 and Part 570, as the same may be amended, supplanted or supplemented from time to time.

Section 8.02 – Equipment and Supplies

No Grant Funds under this Agreement will be disbursed by City for the purchase of equipment or supplies in an amount of \$3,000.00 or more, unless pursuant to a written contract previously approved by MOHCD/OEWD in writing and made in conformance with the purchase procedures set forth in Form H. Grantee shall not circumvent this requirement for written consent by dividing an order or payment into two or more parts.

Section 8.03 – Acquisition and Disposition of Nonexpendable Property

A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$500.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. If requested by City in writing, Grantee shall take any and all steps necessary to take title to such property in City's name when applicable. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property

and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered to City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, the contents of computer files or media, or other documents or Publications prepared by Grantee or any subcontractor specifically under the direction and control of Grantee and identified in Appendix A or B of this Agreement, the implementation of the Work Program, the services to be performed under this Agreement, or acquired through the use of any Grant Funds ("Work Product"), when developed at the direction of the City and in accordance with this Agreement, is hereby pledged to City as security for Grantee's obligations and performance under this Agreement, and upon an Event of Default, shall become the property of and be promptly transmitted by Grantee to City. Upon the written request of City, Grantee shall transmit or deliver to City any Work Product at the end of the term or upon earlier expiration of this Agreement.

Section 8.04 – Acquisition and Disposition of Real Property

The following conditions apply to any acquisition of an interest in real property (the "Acquired Property") in whole or in part with the Grant Amount:

- (a) Grantee must obtain prior written approval from MOHCD/OEWD for any such acquisition.
- (b) **(Subsection for CDBG Grants only)** All such acquisitions are subject to the Environmental Review process as set forth in 24 C.F.R. Part 58. No property may be acquired without first conducting a Phase I Environmental Site Assessment in accordance with the scope and standards of the American Society for Testing and Materials (ASTM) Practice E1527-05.
- (c) Grantee shall be solely responsible for the condition, use and operation of the Acquired Property and for any liability with respect thereto. During the Tenure Period, Grantee will maintain the Acquired Property in good condition and repair and use it to provide services as specified in the Work Program.
- (d) **(Subsection for CDBG Grants only)** Grantee shall be solely responsible for the condition, use and operation of the Acquired Property and for any liability with respect thereto. During the Tenure Period, Grantee will use the Acquired Property for CDBG-eligible activities.
- (e) If the Grant Amount is used in whole or in part for such acquisition, Grantee must execute and record a deed of trust naming City as beneficiary, which such deed of trust must expressly provide that it is executed to secure performance of this Agreement during the Tenure Period. The deed of trust shall be in a form and content approved by MOHCD/OEWD, and shall be recorded as a lien on Grantee's interest in the Acquired Property pursuant to procedures established by MOHCD/OEWD. In the event of a default, City would have all rights and remedies available by law or in equity, including but not limited to the right to foreclose upon the deed of trust. At the discretion of MOHCD/OEWD, Grantee must also execute and record a declaration of restrictions in form and content approved by MOHCD/OEWD that requires Grantee and the Acquired Property to comply with the use restrictions in this Agreement for the Tenure Period.
- (f) No portion of Grantee's interest in the Acquired Property or the improvements constructed thereon may be transferred prior to expiration of the Tenure Period without the prior written approval of MOHCD/OEWD. "Transfer" includes any transfer or encumbrance of any of Grantee's interest in such property, and any transfer or encumbrance of any ownership interest in Grantee. If necessary, Grantee must also obtain prior written approval from the Funding Source of such transfer.
- (g) Six (6) months following the date of acquisition and annually thereafter during the Tenure Period, Grantee shall file with MOHCD/OEWD written reports on the operation and maintenance of the Acquired Property and shall furnish, upon request, such other pertinent data evidencing continuous use of the Acquired Property for the purposes specified in this Agreement.

(h) **(Subsection for CDBG Grants only)** During the Tenure Period, prior to Grantee quitting, vacating, transferring, selling, or surrendering the real property, or electing or becoming unable to continue the use of said property as specified in the Work Program, Grantee must notify MOHCD/OEWD. MOHCD/OEWD will determine (i) if the property continues to meet a CDBG national objective as required under 24 C.F.R. 570.208, or to be maintained as a facility to provide housing or assistance for individuals with Acquired Immunodeficiency Syndrome or Related Diseases; and (ii) whether a proposed new use meets the City priority, which the Grantee initially agreed to as a condition for receiving such City funding.

If the real property ceases to be used to meet one of the purposes under subsection (i) above, Grantee shall immediately pay to MOHCD/OEWD the higher of: (i) the fair market value of the real property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property; or (ii) the Grant Amount.

In cases where the real property continues to meet one of the purposes under subsection (i) above but the proposed new use is determined by MOHCD/OEWD to not be consistent with the City priority initially agreed to be met by the Grantee, then Grantee shall immediately pay to MOHCD/OEWD the higher of: (i) the fair market value of the real property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property; or (ii) the Grant Amount.

(i) **(Subsection for all other funding sources)** During the Tenure Period, prior to Grantee quitting, vacating, transferring, selling, or surrendering the real property, or electing or becoming unable to continue the use of said property as specified in the Work Program, Grantee must notify MOHCD/OEWD. MOHCD/OEWD will determine whether a proposed new use meets the City priority, which the Grantee initially agreed to as a condition for receiving such City funding. If the real property's new use does not meet a City priority then Grantee shall immediately pay to MOHCD the Grant Amount.

Section 8.05 – Property Improved, Renovated or Rehabilitated with the Funds

This Section does not apply if Grantee is acting as an intermediary in administering a rehabilitation, renovation or improvement program.

A. No real property may be improved, renovated or rehabilitated in whole or in part with the Grant Amount unless Grantee holds either title to the real property or holds a leasehold interest in the real property with a term or remaining term of not less than the Tenure Period. If Grantee holds title to the real property and the Grant Amount is used in whole or in part to improve, renovate or rehabilitate such real property ("Improved Property"), then Grantee must, at the time of entering into this Grant Agreement or anytime thereafter through to the end of the Tenure Period, execute and record a deed of trust naming City as beneficiary, which such deed of trust must expressly provide that it is executed to secure performance of this Agreement during the Tenure Period. The deed of trust shall be in a form and content approved by MOHCD/OEWD, and shall be recorded as a lien on Grantee's interest in the Improved Property pursuant to procedures established by MOHCD/OEWD. In the event of a default, City would have all rights and remedies available by law or in equity, including but not limited to the right to foreclose upon the deed of trust.

B. In the event Grantee holds a leasehold interest in such real property, MOHCD/OEWD may require that Grantee, as lessee, and its lessor amend the lease to include some or all of the following provisions:

1. Landlord and Tenant hereby agree that the City and County of San Francisco (hereafter, the "City"), as an intended third-party beneficiary, shall have certain rights exercisable at the election of City upon a default by Tenant. These rights are as follows:

a. Upon a default by the Tenant under this Lease Agreement which occurs during the unexpired term of the Grant Agreement or a default by Landlord which default causes Tenant to vacate the Premises, City shall have the right, but not the duty, to assume the rights and duties of the Tenant under this Lease Agreement or to select a non-profit grantee to assume the said rights and duties. A non-profit grantee so selected by City shall be subject to approval by Landlord, which approval shall not be unreasonably withheld, except in the case of a default by Landlord which causes Tenant to vacate or abandon the Premises, in which case City can assume Tenant's obligations or replace without Landlord's prior approval.

b. During the term of the Grant Agreement, Landlord shall not have the right to cancel this Lease Agreement unless City is given written notice of default and City does not, within sixty (60) days after receipt of such notice, notify the Landlord in writing that City elects to exercise its rights under the above paragraph of this subsection. City shall have the right, within thirty (30) days after giving such notice to Landlord, to commence to cure the default of Tenant and, so long as City shall diligently and in good faith continue to cure Tenant's default, City shall not be in default hereunder. Notwithstanding any of the above provisions, if the default of Tenant is the failure to pay rent, City shall cure such default within sixty (60) days after giving such notice to Landlord.

c. Landlord and Tenant agree that the leased premises will be used for secular purposes and will be available to persons regardless of religious affiliation in accordance with 24 C.F.R. 570.200(j).

d. Landlord and Tenant hereby agree that during the term of the said Grant Agreement the Landlord Tenant (line out either Landlord or Tenant and both parties initial: _____) shall provide property insurance covering all leased real property constructed, improved or rehabilitated in whole or in part by MOHCD/OEWD funds, covering all risks of loss, excluding earthquake and flood, for 100% of the replacement value, with deductible, if any, acceptable to City, and naming City as a Loss Payee, as its interest may appear.

2. (Subsection for CDBG, ESG and HOPWA Grants only) The leased premises are to be used to provide neighborhood facilities for eligible activities as defined by HUD.

C. (Subsection for CDBG Grants only) During the Tenure Period, prior to Grantee quitting, vacating, transferring, selling, or surrendering the real property, or electing or becoming unable to continue the use of said property as specified in the Work Program, Grantee must notify MOHCD/OEWD. MOHCD/OEWD will determine (i) if the property continues to meet a CDBG national objective as required under 24 C.F.R. 570.208; and (ii) whether a proposed new use meets the City priority, which the Grantee initially agreed to as a condition for receiving such City funding.

If the real property ceases to be used to meet the purpose under subsection (i) above, Grantee shall immediately pay to MOHCD/OEWD the higher of: (i) the fair market value of the real property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property; or (ii) the Grant Amount.

In cases where the real property continues to meet the purpose under subsection (i) above but the proposed new use is determined by MOHCD/OEWD to not be consistent with the City priority initially agreed to be met by the Grantee, then Grantee shall immediately pay to MOHCD/OEWD the higher of: (i) the fair market value of the real property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property; or (ii) the Grant Amount.

In addition, for those Grantees that have entered into a HOPWA Loan, a default under the HOPWA Loan agreement shall be a default under this Agreement, and a default under this Agreement shall be a default under the HOPWA Loan agreement.

D. (Subsection for ESG/HOPWA Grants only) During the Tenure Period, prior to Grantee quitting, vacating, transferring, selling, or surrendering the real property, or electing or becoming unable to continue the use of said property as specified in the Work Program, Grantee must notify MOHCD/OEWD. MOHCD/OEWD will determine (i) if the property continues to be maintained as a shelter for homeless individuals and families, or to be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases; and (ii) whether a proposed new use meets the City priority, which the Grantee initially agreed to as a condition for receiving such City funding.

If the real property ceases to be used to meet one of the purposes under subsection (i) above, Grantee shall immediately pay to MOHCD/OEWD the Grant Amount.

In cases where the real property continues to meet one of the purposes under subsection (i) above but the proposed new use is determined by MOHCD/OEWD to not be consistent with the City priority initially agreed to be met by the Grantee, then Grantee shall immediately pay to MOHCD/OEWD the Grant Amount.

In addition, for those Grantees that have entered into a HOPWA Loan, a default under the HOPWA Loan shall be a default under this Agreement, and a default under this Agreement shall be a default under the HOPWA Loan agreement.

E. **(Subsection for all other funding sources)** During the Tenure Period, prior to Grantee quitting, vacating, transferring, selling, or surrendering the real property, or electing or becoming unable to continue the use of said property as specified in the Work Program, Grantee must notify MOHCD/OEWD. MOHCD/OEWD will determine whether a proposed new use meets the City priority, which the Grantee initially agreed to as a condition for receiving such City funding. If the real property's new use does not meet a City priority then Grantee shall immediately pay to MOHCD the Grant Amount.

F. Grantee may not undertake any physical improvements under this Agreement until it has received all necessary approvals in connection with any applicable state and/or federal environmental review process.

Section 8.06 – Acquisition and Disposition of Leasehold Interests in Real Property

The following conditions apply to any acquisition of a leasehold interest in real property in whole or in part with the Grant Amount:

A. Any lease must be for a term not less than the Tenure Period. Grantee must submit the proposed lease to MOHCD/OEWD for review and approval prior to execution. Whenever the Grant Funds are used in whole or in part for the acquisition of a leasehold interest in real property, MOHCD/OEWD may require the inclusion of certain language to achieve the purpose of this Agreement and/or the MOHCD/OEWD Program.

B. Grantee must execute and record a deed of trust as a lien on Grantee's leasehold interest naming City as beneficiary or, if approved by City, a deed of trust on other real property of Grantee. The deed of trust must expressly provide that it is executed to secure performance of this Agreement. The deed of trust shall be in a form and content approved by MOHCD/OEWD. In addition or as an alternative to the deed of trust, MOHCD/OEWD may require that the proposed lease contain the language of Section 8.05(B) above.

C. In the event Grantee quits, vacates or surrenders said premises prior to the expiration of the Tenure Period, or elects or becomes unable to continue the use of said leasehold as specified in its Work Program, Grantee shall immediately pay to City the funds as set forth in Section 8.05(C) above.

ARTICLE 9 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

Section 9.01 – Monitoring and Reporting

A. Grantee agrees that MOHCD/OEWD may monitor the progress of the activities performed by Grantee pursuant to this Agreement, and Grantee agrees to comply with reasonable requirements imposed by MOHCD/OEWD to meet performance standards required herein.

B. The goal of MOHCD/OEWD's monitoring shall be to determine the following: actual versus planned achievement of Work Program objectives; Work Program performance, effectiveness, efficiency and workload; ethnic and income composition of Work Program beneficiaries and staff; financial accountability and management; and population characteristics of neighborhood service areas. Monitoring by the City under this Agreement may include, but shall not be limited to: (i) on-site inspections by the City staff or the City's agents; (ii) quarterly performance reviews; (iii) interviews with Grantee's staff members and/or clients of Grantee in the performance of the Work Program; (iv) attendance at events, activities or meetings; and (v) a semi-annual evaluation report. Grantee agrees to comply with all of the City's monitoring requests, and to gather information regarding the work funded hereunder as and when requested by the City. Failure to comply with the City's monitoring requests shall be deemed a material breach of this Agreement, and shall entitle the City to exercise any and all rights and remedies available hereunder, including but not limited to the right to terminate this Agreement.

C. Grantee shall submit reports to MOHCD/OEWD as set forth in the Procedures Manual, with a minimum frequency of once a quarter. Reports must summarize the progress of grant implementation activities undertaken as part of this Agreement and the identifiable results of such activities in accordance with Chapter 5 of the Procedures

Manual and in accordance with such other requirements as may be specified by MOHCD/OEWD from time to time and applicable Funding Source regulations. Reports shall also include data and records on the race, sex, and ethnicity of persons receiving employment through activities assisted under this Agreement.

Section 9.02 – Organizational Documents

If requested by City, on or before the date of this Agreement, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 11.01.

Section 9.03 – 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 11 to be false or misleading at any time during the term of this Agreement.

Section 9.04 – Financial Statements (Section for CDBG, ESG and HOPWA Grants only)

If Grantee cumulatively expends \$750,000.00 or more in federal funds in a year, it must conduct an independent audit and submit a copy of the audit report to MOHCD/OEWD. The audit shall be performed by an independent auditor in accordance with OMB Uniform Guidance requirements in C.F.R. Title 2, Subtitle A, Chapter II, Part 200, Subpart D §200.510, as it may be amended from time to time.

Section 9.05 – Books and Records

A. During the term, and for a period of five (5) years after expiration of the term, Grantee shall create and maintain records that include the following information: (i) the specific uses of the Grant Amount and of any other monies used to fund the performance of the Work Program, including records demonstrating that each activity is eligible for reimbursement hereunder; (ii) copies of all invoices, canceled checks, payroll records, attendance records, and any other documentation for costs which have been reimbursed by the Grant Amount, including withholding, social security payments, and other employee/contractor-related payments; (iii) documentation relating to Grantee's tax-exempt status; (iv) Grantee's tax returns and financial statements applicable the term; and (v) financial information as required by the Funding Source, including 24 C.F.R. Part 570.502 for CDBG grants, 24 C.F.R. Part 576.500 for ESG grants and 24 C.F.R. Part 574.530 for HOPWA grants. All records shall be maintained in a manner that, in MOHCD/OEWD's reasonable judgment, will provide an effective system of internal control and will permit timely and effective audits as required by this Agreement. For federal Funding Sources, all records shall be maintained in accordance with OMB Uniform Guidance requirements in C.F.R. Title 2, Subtitle A, Chapter II, Part 200, and in a manner which, MOHCD/OEWD's reasonable judgment, will provide an effective system of internal control and will permit timely and effective audits as required by this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever is later.

B. (Subsection for CDBG, ESG and HOPWA Grants only) During the term, and for a period of five (5) years after expiration of the term, Grantee shall also create and maintain records that include the following information: (i) records demonstrating that each activity undertaken meets CDBG, ESG, or HOPWA program-specific requirements; and (ii) financial information as required by 24 C.F.R. Part 570.502. All records shall be maintained in accordance with OMB Uniform Guidance requirements in C.F.R. Title 2, Subtitle A, Chapter II, Part 200 and HUD regulations, as applicable.

Section 9.06 – 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 9.05. 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 9.

Section 9.07 – Submitting False Claims; Monetary Penalties

Any contractor, subgrantee or consultant who submits a false claim shall be liable to City for the statutory penalties set forth in that section. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

Section 9.08 – 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 specifically under the direction and control of City and identified in Appendix A or B to Agreement shall become the property of and be promptly transmitted to City upon request. City hereby gives Contractor a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when City owns the results and Contractor gives City a non-exclusive, royalty-free, worldwide license to use such Materials for scholarly or academic purposes when Contractor owns the results. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

**ARTICLE 10
TAXES**

Section 10.01 – 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 Work Program, the Grant Funds or any of the activities contemplated by this Agreement.

Section 10.02 – 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.

**ARTICLE 11
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:

Section 11.01 – Organization Authorization

Grantee is a nonprofit grantee, 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.

Section 11.02 - Location

Grantee's operations, offices and headquarters are located at the address for notices set forth Section 17.01. All aspects of the Work Program will be implemented at the geographic location(s), if any, specified in the Work Program.

Section 11.03 – No Misstatements

No document furnished or to be furnished by Grantee to City in connection with 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.

Section 11.04 – Conflict of Interest

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

Section 11.06 – No Other Agreements with City

Grantee is not a party to and has no interest in any other agreement with the MOHCD/OEWD, except as listed in Appendix B.

Section 11.07 – Subcontracts

Except as may be permitted hereunder and approved by MOHCD/OEWD, 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 Work Program.

Section 11.08 – 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 12 INDEMNIFICATION AND GENERAL LIABILITY

Section 12.01 – Indemnification

(a) The Grantee shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Grantee, its officers, agents or employees.

(b) The City shall defend, indemnify, and hold Grantee, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.

Section 12.02 – Duty to Defend; Notice of Loss

Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 12.01: (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 12.01, 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 12.01 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 12.01, 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.

(b) The City 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 the City by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give the City prompt notice of any Loss under Section 9.1 and the City 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 the City if representation of such Indemnified Party by the counsel retained by the City would be inappropriate due to conflicts of interest between such Indemnified Party and the City. An Indemnified Party's failure to notify the City promptly of any Loss shall not relieve the City of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs the City's ability to defend such Loss. The City shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if the City contends that such Indemnified Party shares in liability with respect thereto.

Section 12.03 – Incidental and Consequential Damages

Left Blank By Agreement of the Parties.

Section 12.04 – Limitation on Liability of City

Left Blank By Agreement of the Parties.

**ARTICLE 13
INSURANCE AND BONDING**

Section 13.01 – Types and Amounts of Coverage

The Grantee and the City agree that the each party will main in force, throughout the term of this Agreement, self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this Agreement. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, self-insurance.

Section 13.02 – Additional Requirements for General and Automobile Coverage

Left Blank by Agreement of the Parties.

Section 13.03 – Additional Requirements for All Policies

All insurance policies required to be maintained by Grantee shall be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason, reduction in coverage, or intended nonrenewal to Grantee and City. Notice to City shall be mailed to the address(es) for City pursuant to Article 17. Grantee's compliance with the insurance requirements hereunder shall in no way reduce, affect or relieve Grantee's indemnification and other obligations hereunder.

In the event Grantee engages in activities not covered by the above insurance, Grantee shall procure whatever additional insurance necessary or appropriate to cover such risks. Acquisition of such insurance does not, however, assure the City's approval of such new activities.

ARTICLE 14 EVENTS OF DEFAULT AND REMEDIES

Section 14.01 – 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 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 13.
- (c) **Failure to Comply with Applicable Laws** – Grantee fails to perform or breaches any of the applicable terms or provisions of Article 18.
- (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) Reserved.
- (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.
- (i) (h) **Failure to Comply with Reporting Requirements** – Grantee fails to comply with the reporting requirements required herein or the submission to the City of reports which are incorrect, incomplete and/or misleading in any material respect, or fails to keep accurate records as required under this Agreement, as determined by MOHCD/OEWD in its reasonable discretion. **Failure to Implement and Maintain Fiscal Control Requirements** – Grantee shall take all necessary steps to ensure proper fiscal control over the Grant Funds and to ensure that the Grant Funds are properly used in furtherance of the Work Program and for no other purposes.

- (j) **Impracticality or Unfeasibility of Carrying out the Agreement** – Grantee does not demonstrate capacity to implement this Agreement.
- (k) Reserved
- (l) **Failure to Fulfill Work Program Goals** – Grantee fails to fulfill the goals and requirements set forth in the Work Program, or to cooperate with MOHCD/OEWD’s monitoring requirements, or to use the Grant Funds as required under this Agreement.
- (m) **Failure to Maintain Licenses or Governmental Approvals** – Grantee loses or fails to maintain any license(s) or governmental approval(s) required for the lawful operation or performance of all or part of the activities funded by this Agreement.
- (n) **Conflict of Interest** – Grantee breaches or violates the conflict of interest provisions set forth herein.

Grantee shall notify MOHCD/OEWD immediately upon the occurrence of any activity, notice or event that falls within the items listed above, with the reasons therefore together with any relevant facts or information requested by MOHCD/OEWD.

Section 14.02 – 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) **Suspension and Probation** – City may immediately suspend this Agreement or put this Agreement on probation at any time for any of the above reasons, with or without notice to Grantee and without any liability therefore. In the event the City puts this Agreement on probation, the City shall continue to make disbursements under this Agreement for a period of up to six (6) months for Grantee to rectify performance deficiencies or violations to the satisfaction of the City. Following and/or during this probation, the City may elect to suspend or terminate this Agreement as provided below. In the event the City suspends this Agreement, the City shall not be obligated to make any further disbursements under this Agreement, except for costs incurred prior to the suspension date, unless and until the City decides to reinstate this Agreement and any prior violation has been remedied to the satisfaction of the City. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest. Following such suspension, the City may elect to terminate this Agreement as provided below.
- (b) **Termination** – City may terminate this Agreement by notifying Grantee in writing of the City’s intent to terminate the Agreement, specify the reasons(s), and furnish a description of corrective actions (if any) to be taken by Grantee. Grantee shall have five (5) working days in which to respond to such a letter of intent. If Grantee does not reply to the letter of intent or effectuate the requested corrective measures to the satisfaction of the City within such five- (5) working day period, the City may terminate the Agreement, in its sole discretion and without liability therefore, by giving written notice to Grantee of such termination. Any termination shall be effective as of the date of such notice. Grantee will be paid for eligible expenses that was submitted and approved by City prior to the date of termination specified in such notice. The City need not give such letter of intent if the termination is for a performance problem or other matter not reasonably susceptible to a cure within such five (5) day period. Upon termination of this Agreement, Grantee shall, without limiting any of the City’s rights or remedies, immediately refund to the City all unexpended and improperly expended funds disbursed to Grantee under this Agreement.
- (c) **Offset** – City may offset against all or any portion of undisbursed Grant Funds hereunder 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.

- (e) **Refuse to Consider Future Grantee Applications** –MOHCD/OEWD may refuse to consider any future application for grants or agreements from Grantee or its affiliates upon the occurrence of any of the above events until such time as the breach or problem has been remedied or satisfied to the City's satisfaction, in its sole discretion.

Section 14.03 – 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 15
DISCLOSURE OF INFORMATION AND DOCUMENTS**

Section 15.01 – Proprietary or Confidential Information of City

- a. Each Party understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, one party may have access to private or confidential information that may be owned or controlled by the other party ("Providing Party") and that such information may contain proprietary or confidential information, the disclosure of which to third parties may violate, local, state or federal law and may be damaging to Providing Party. Each Party agrees that all information disclosed and marked as "Confidential" ("Confidential Information") by the Providing Party to the other ("Receiving Party") or that the Receiving Party should reasonably know under the circumstances is confidential with the burden on the Providing Party to prove that the Receiving Party should have so known, shall be held in confidence and used only in performance of the Agreement. Receiving Party shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential data. City acknowledges that, as a public non-profit educational institution, Grantee is subject to statutes requiring disclosure of information and records which a private corporation could keep confidential. This section does not apply to patient medical records or to confidential information regarding patients or clients.
- b. Grantee shall maintain the usual and customary records for clients receiving Services under this Agreement. Subject to applicable state and federal laws and regulations, Grantee agrees that all private or confidential information concerning clients receiving the Services set forth in **Appendix A** under this Agreement, whether disclosed by City or by the individuals themselves, shall be held in confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. The City reserves the right to terminate this Agreement for default if the Grantee violates the terms of this section.
- c. Grantee agrees that it has the duty and responsibility to make available to the Contract Administrator or his/her designee, including the Controller, the contents of records pertaining to any City client which are maintained in connection with the performance of the Grantee's duties and responsibilities under this Agreement, subject to the provisions of applicable federal and state statutes and regulations. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- d. If this Agreement is terminated by either party, or expires, the Grantee shall provide City with copies of the following records to the extent they were created with funding provided by this Agreement or directly related to services funded by this Agreement and to the extent Grantee is permitted by law to release or disclose same: (i) all records of persons receiving Services and (ii) records related to studies and research; (iii) all fiscal records. If this Agreement is terminated by either party, or expires, such records shall be submitted to the City upon request. Notwithstanding any provision in this Agreement to the contrary, Grantee does not waive its rights under CA Evidence Code §1157, *et seq.* or any other federal and state laws and regulations pertaining to the confidentiality or privacy of Grantee, its patients, students, faculty, employees, and agents.
- e. The parties will set forth on each statement of work, any reports information, or other material they deem to be confidential or proprietary. Any confidential or proprietary reports, information, or materials of the City received or created by Grantee under this Agreement shall not be divulged by Grantee to any person or entity other than the City except as required by federal, state or local law, or if not required by law, without the prior written permission of the Agency.

Section 15.02 – Public Disclosure

A. Grantee acknowledges and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (California Government Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. Contracts, including this Agreement, Grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

ARTICLE 16 INDEPENDENT CONTRACTOR STATUS

Section 16.01 – 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 Work Program 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.

Nothing contained in this Agreement shall create or justify any claim against the City or Grantee by any third person with whom Grantee may have contracted or may contract relative to the furnishing or performance of any work, materials, equipment or services relating to the Work Program or with respect to any other projects being undertaken by Grantee or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

Section 16.02 – Direction

Any terms in this Agreement referring to direction or instruction from MOHCD/OEWD 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.

Section 16.03 – 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 16.03 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 determines 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 17
NOTICES AND OTHER COMMUNICATIONS

Section 17.01 – Requirements

Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to MOHCD/OEWD or City:

Mayor's Office of Housing and
Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Director
Facsimile No. 415-701-5501

Or

Office of Economic and Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Director

If to Grantee:

The Regents of the University of California, on behalf of its San Francisco campus
Government & Business Contracts
3333 California Street, Suite 315
San Francisco, CA 94118

With Copy To:

Joyce Dorado
1001 Potrero Ave, Box 0852
San Francisco, CA 94110

17.02 – Effective Date

All communications sent in accordance with Section 17.01 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

Section 17.03 – Change of Address

From time to time any party hereto may designate a new address for purposes of this Article 17 by notice to the other party.

ARTICLE 18
COMPLIANCE

Section 18.01 – Nondiscrimination and Equal Benefits Waived.

Section 18.02 – MacBride Principles-Northern Ireland

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 grantees 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.

Section 18.03 – Tropical Hardwood and Virgin Redwood Ban

Pursuant to Section 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.

Section 18.04 – 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.

Section 18.05 – Resource Conservation; Liquidated Damages.

Reserved.

Section 18.06 – Compliance with ADA

Deleted in consideration of Grantee's public entity status and the fact that this agreement serves a substantial public interest, per Administrative Code Chapter 12C.5-1(b).

Section 18.07 – Requiring Minimum Compensation for Employees

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.08 – Notification of Limitations on Contributions

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

Section 18.09 – First Source Hiring Program.

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.10 – Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by City for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). 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 City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new MOHCD contract for a period of two (2) years

Section 18.11 – Preservative-Treated Wood Containing Arsenic

Left Blank by Agreement of the Parties in consideration of Grantee’s public entity status.

Section 18.12 – Supervision of Minors

Reserved.

Section 18.13 – Protection of Private Information

Grantee has read 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,”

Section 18.14 – San Francisco Bottle Water Ordinance

Left Blank by Agreement of the Parties in consideration of Grantee’s public entity status.

Section 18.15 – Food Service Waste Reduction Requirements

Left Blank by Agreement of the Parties in consideration of Grantee’s public entity status.

Section 18.16 – Slavery Era Disclosure

Left Blank by Agreement of the Parties in consideration of Grantee’s public entity status.

Section 18.17 – Card Check Agreements

Left Blank by Agreement of the Parties in consideration of Grantee’s public entity status.

Section 18.18 – Religious Activities

Grantee agrees that the Grant Amount will not be utilized for religious activities, such as worship, religious instruction or proselytization, or to promote religious interests. Grantee shall comply with applicable federal regulations, including those set forth in 24 C.F.R. 570.200(j). Grantee shall not, in performing the Work Program, discriminate against a person or entity on the basis of religion or religious belief.

Section 18.19 – Additional Federal Requirements (Section for CDBG, ESG and HOPWA Grants only)

Reserved.

Section 18.20 – Compliance with Lobbying Provisions (Section for CDBG, ESG and HOPWA Grants only)

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the Grant Funds, Grantee agrees to the following provisions pursuant to the Housing and Community Development Act of 1992:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.

Section 18.21 – Local Business Enterprise Utilization; Liquidated Damages

Reserved.

Section 18.22 – Small Business Enterprise Program

Reserved.

Section 18.23 – Consideration of Criminal History in Hiring and Employment Decisions.

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.24 – State Labor Standards

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.25 – Compliance with Other Laws

Without limiting the scope of any of the preceding sections of this Article 18, Grantee shall keep itself fully informed of the 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.

Section 18.26 – Sugar-Sweetened Beverage Prohibition

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

Section 18.27 –Health Care Accountability Ordinance

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.28 - Public Access to Nonprofit Records and Meetings

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.29 – Payment Card Industry ("PCI") Requirements

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

Section 18.30 – Minimum Wage

Left Blank by Agreement of the Parties in consideration of Grantee's public entity status.

**ARTICLE 19
MISCELLANEOUS**

Section 19.01 – No Waiver

No waiver by MOHCD/OEWD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD/OEWD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD/OEWD 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 MOHCD/OEWD or City 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 MOHCD/OEWD 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.

Section 19.02 – 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. Any proposed amendment to this Agreement may be subject to the approval of the Funding Source agency where the City determines it is necessary.

Section 19.03 – 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, the parties will meet and attempt in good faith to resolve any dispute or controversy. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

Section 19.04 – 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.

Section 19.05 – 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.

Section 19.06 – 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 appendix is attached to and a part of this Agreement:

Appendix A:	Work Program(s) and Project Budget(s)
Appendix B:	Interests in Other City Contracts

Section 19.07 – 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.

Section 19.08 – 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.

Section 19.09 – Successors; No Third-Party Beneficiaries

Subject to the terms of Article 7, 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 12, 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.

Section 19.10 – 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 7.04, Sections 9.04 through 9.07, Articles 10 and 12, Section 13.04, Article 15, Section 16.03 and this Article 19.

Section 19.11 – Grievance Procedures

Grantee shall maintain written grievance procedures, which allow Grantee's employees, clients and any subcontractors to submit complaints regarding the activities funded by this Agreement. Grantee shall inform its employees, clients and subcontractors of their rights to submit a complaint and shall provide a written copy of its grievance procedure upon request.

Section 19.12 – Attendance at Meetings

If requested by City, Grantee's designated staff shall attend specified meetings. Failure to attend said meetings without adequate reason as determined by City should be grounds for termination of this Agreement.

Section 19.13 – 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.

Section 19.14 – 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.

Section 19.15 – Departmental Transition and Continuity (Section for ESG Grants only)

Over the course of the term of this Agreement, it is anticipated that management of this contract on behalf of the City shall transfer from MOHCD to a new department which shall be established for the purpose of coordinating homeless services. As part of the transfer, the departmental contact and invoicing procedures specified in this Agreement may shift from MOHCD to the new department, however the responsibilities under this Agreement shall not change. MOHCD shall notify Contractor/Grantee of the new departmental contact and invoicing procedures. At such time as notice is given, all references in this Agreement to MOHCD or the "Department" shall be construed as a reference to the new department.

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

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

GRANTEE: The Regents of the University of California, on behalf of its San Francisco campus

BY: _____
LONDON N. BREED, MAYOR

BY: _____
KATE HARTLEY, Director
Mayor's Office of Housing and Community
Development

OR

BY: _____
TODD RUFO, Director
Office of Economic and Workforce Development

I have read and understood Section 18.02, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

BY: _____

Print Name: Navjot Mahal-Gill

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

Title: Contract Specialist

BY: _____
KEITH NAGAYAMA
Deputy City Attorney

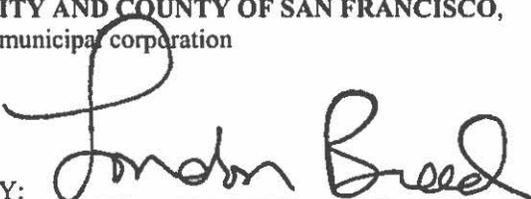
MOHCD/OEWD Grant Agreement from July 1, 2018 – June 30, 2020 \$300,000 Final Amount**
MOHCD/OEWD Grant Coordinator: Claudine Del Rosario

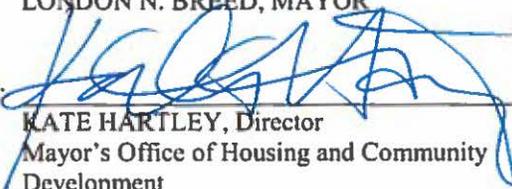
**The Grant amount is contingent on the availability of funds from the Funding Source as allocated and approved by the Mayor and the Board of Supervisors. MOHCD reserves the right to make necessary correction and adjustment to the Grant Amount if there are errors or discrepancies.

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

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

GRANTEE: The Regents of the University of
California, on behalf of its San Francisco campus

BY: 
LONDON N. BREED, MAYOR

BY: 
KATE HARTLEY, Director
Mayor's Office of Housing and Community
Development

I have read and understood Section 18.02, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

OR

BY: _____
TODD RUFO, Director
Office of Economic and Workforce Development

BY:  7/27/18

Print Name: Navjot Mahal-Gill

APPROVED AS TO FORM:

Title: Contract Specialist

DENNIS J. HERRERA
CITY ATTORNEY

BY: 
KEITH NAGAYAMA
Deputy City Attorney

MOHCD/OEWD Grant Agreement from July 1, 2018 – June 30, 2020 \$300,000 Final Amount**
MOHCD/OEWD Grant Coordinator: Claudine Del Rosario

**The Grant amount is contingent on the availability of funds from the Funding Source as allocated and approved by the Mayor and the Board of Supervisors. MOHCD reserves the right to make necessary correction and adjustment to the Grant Amount if there are errors or discrepancies.



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Appendix A

Agency Name: The Regents of the University of California, on behalf of its San Francisco campus
Project ID: 111715-18

Fund Source Information, Work Program and Project Budget
Grant Year: 2018-2019

Funding Source(s) Information:

Funding Source Name	SOMA Stabilization Fund
Amount Granted by this Agreement	\$150,000.00
Total Amount Granted by Fund Source	\$150,000.00
Federal Award Identification Number (FAIN)	
Federal Award Date	
Total Amount of the Federal Award	
Federal Award Project Description	
Federal Awarding Agency	
CFDA Number and Name	
Award for R&D?	
Indirect Cost Rate for the Federal Award	
Maximum Indirect Cost Rate between MOHCD/OEWD and Agency	15.00%



NARRATIVE

The Regents of the University of California, on behalf of its San Francisco campus - 111715-18 UCSF HEARTS (Healthy Environments and Response to Trauma in Schools)

Briefly describe the clients this project will serve, along with the needs they have and challenges they face.

This project will serve the Bessie Carmichael School (BCS) community. BCS serves a highly diverse community of Pre-K through 8th grade students, a significant proportion of whom are from under-resourced families facing chronic stressors and/or trauma, including poverty, lack of affordable housing, limited opportunities, and crime. These adversities negatively affect school performance, attendance, and mental and physical health.

Briefly describe project design and implementation, including how the project addresses the needs described above.

HEARTS is a whole-school, prevention and intervention approach that addresses trauma and chronic stress with students, caregivers, staff, and administrators, as well as with schools at a systemic level, by creating more trauma-informed, safe, supportive, and equitable schools. Drawing from implementation science, HEARTS collaborates with schools to support a 3- to 4-year whole school change process. We work with leadership, staff, students, and families, promoting capacity building through providing training, consultation, support, and services across all three tiers of a multi-tiered system of support framework. Our full program spans universal supports for all students and staff (tier 1), supplemental targeted supports (tier 2), and intensive supports (tier 3).

Briefly describe the desired results of this project, at a client and/or community level, and how effectiveness in achieving these results will be measured and evaluated.

At student level, aim is to decrease post-trauma symptoms and increase psychosocial functioning, as measured on the Child & Adolescent Needs and Strengths Assessment and by tracking proxies for instructional time gained (decrease in disciplinary actions). At staff level, aim is to increase knowledge, skills, and use of trauma-informed practices, measured through surveys. At school level, aim is to increase overall increase in instructional time.

Briefly describe key staff involved in this project, their roles, and their qualifications.

Joyce Dorado, PhD, co-founder and director of HEARTS, will serve as principal investigator, providing oversight, supervision for the HEARTS consultant, consultation to BCS leadership, trainings, and spearheading program evaluation. The on-school-site consultant will be a license-eligible mental health practitioner with training, experience, & expertise working with educators to address trauma in schools via providing therapy and consultation.



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ACTIVITIES AND OUTCOMES

The Regents of the University of California, on behalf of its San Francisco campus - 111715-18
UCSF HEARTS (Healthy Environments and Response to Trauma in Schools)

Client Activities: Organizational Capacity Building

Client Activity 1

Activity

Nonprofit Staff Trained

Activity Goal

10

Description

Activity is providing individual and family psychotherapy to clients, who will be students and their families/caregivers receiving therapy. Activity goal represents students served in therapy over the course of the year.

Non-Client Activities: Organizational Capacity Building

Non-Client Activity 1

Unit of measure

Workshops/Trainings

Description

Providing professional development trainings (ranging from 1-4 hours long) on addressing trauma in schools to Bessie Carmichael School community, including to credentialed and classified staff, and personnel from partner organizations serving the school. Also providing workshops to parents/caregivers on coping with stress and supporting their children around coping with stress.

Goal #	Start Date	End Date
5	07/01/2018	06/30/2019

Non-Client Activity 2

Unit of measure

Number of Individuals Attending Meeting

Description

Meeting with school personnel (e.g. credentialed staff, classified staff, support staff, administrators) to provide consultation around trauma-informed practices, procedures, and systems. This will include attending grade level and school meetings as well as coordinated care meetings to provide a trauma-informed lens to ongoing practices and procedures, as well as individual consultation meetings as requested.

Goal #	Start Date	End Date
65	07/01/2018	06/30/2019

Non-Client Activity 3

Unit of measure

Workshops/Trainings

Description



Skills-building group sessions and/or class presentations for students around coping with stress (e.g., self-regulation skills).

Goal #	Start Date	End Date
6	07/01/2018	06/30/2019



NEIGHBORHOODS SERVED

The Regents of the University of California, on behalf of its San Francisco campus - 111715-UCSF HEARTS (Healthy Environments and Response to Trauma in Schools)

Total Number of Unduplicated Clients for this Project

10

Neighborhoods Served

Sum of Unduplicated Clients in Neighborhoods

10

Neighborhood

South of Market

Number of Unduplicated Clients in this Neighborhood

10



BUDGET

The Regents of the University of California, on behalf of its San Francisco campus - 111715-18 UCSF HEARTS (Healthy Environments and Response to Trauma in Schools)

Setup: Select line items

- Salary
- Fringe
- Contractual Service
- Equipment
- Insurance
- Travel and Conferences
- Space Rental
- Telecommunications
- Utilities
- Supplies
- Other
- Indirect Costs

Indirect costs are those costs that cannot be readily identified with a particular program or cannot be directly allocated to the program with a high degree of accuracy. They are expenses of a general nature which do not relate solely to any particular program.

For grantees with federally funded projects (including CDBG and ESG) that do not have a federally-approved indirect cost rate, the maximum allowed indirect cost rate is 10% of Modified Total Direct Costs (MTDC). MTDC excludes equipment, capital expenditures, rental costs, charges for patient care, tuition reimbursement, scholarships and fellowships, and participant support costs, and total sub-award (or subcontract to other nonprofits) amounts in excess of \$25,000. To calculate the MTDC, the excluded costs will be subtracted from the direct costs, and then 10% of that modified amount will be allowed for indirect costs. If a project is funded by federal and non-federal sources, the 10% MTDC limit applies to the federal portion of its funding. Please download the [MTDC Calculator spreadsheet and instructions](#) on this Budget form, and then upload the completed spreadsheet. Then complete this budget form so that it matches the spreadsheet.

General Fund, Housing Trust Fund and other non-federal grants are allowed an indirect rate of up to 15% of the grant amount, unless the agency has a federally-approved indirect cost rate which is higher.

Grantees with a federally-approved indirect cost rate should upload documentation of the approved rate onto this form, instead of the MTDC Calculator Spreadsheet. This approved indirect rate may be used for federal and non-federal grants.

MTDC Upload

Total Grant Award	Currently Budgeted Amount
\$150,000.00	\$150,000.00

(+) (-) Summary

Budget Summary

Line Item		Total
Salary	\$95,453.00	
Fringe	\$33,537.00	
Telecom	\$2,499.00	
Utilities	\$811.00	



Supplies	\$809.00
Other	\$820.00
Indirect Costs	\$16,071.00
Total	\$150,000.00

Salaries

Employee First Name	Employee Last Name	Employee Title	Hourly Rate	Total Amount
Joyce	Dorado	Principle Investigator	76.01	23807.00

Explanation

Dr. Joyce Dorado is HEARTS Program Director and will provide project oversight, supervision of HEARTS consultant, and training and consultation to school community.

Employee First Name	Employee Last Name	Employee Title	Hourly Rate	Total Amount
Post Doctoral	Intern	Consultant/ Clinician	23.55	8198.00

Explanation

Postdoctoral Intern is a doctoral level mental health professional finishing first year of postdoctoral training, serving as on-site HEARTS consultant/clinician providing consultation to school personnel and psychotherapy to a caseload of trauma-impacted students and their families.

Employee First Name	Employee Last Name	Employee Title	Hourly Rate	Total Amount
Post Doctoral	Intern	Consultant/ Clinician	29.49	20530.00

Explanation

Postdoctoral Intern is a doctoral level mental health professional in second year of postdoctoral training, serving as on-site HEARTS consultant/clinician providing consultation to school personnel and psychotherapy to a caseload of trauma-impacted students and their families. This will be same individual as listed above, but hourly rate increases due to being a second-year postdoctoral intern.

Employee First Name	Employee Last Name	Employee Title	Hourly Rate	Total Amount
Psychologist		2 Consultant/ Clinician	41.10	42918.00

Explanation

Licensed psychologist serving as on-site HEARTS consultant/clinician providing consultation to school personnel and psychotherapy to a caseload of trauma-impacted students and their families. This will be same individual as listed above, but hourly rate increases due to being a licensed psychologist.

Salary Total

Salary Total	Total Amount
SALARY TOTAL	\$95,453.00



Explanation

In summary, salary total is supporting two employees: one providing oversight, supervision, consultation, and training, and the other providing training, consultation, and on-site psychotherapy for Bessie Carmichael School.

Fringe Benefits

Description	Total Amount
FICA	7982.00

Explanation

Description	Total Amount
SUI	2346.00

Explanation

Description	Total Amount
Workers Compensation	7982.00

Explanation

Description	Total Amount
Medical	8418.00

Explanation

Description	Total Amount
Retirement	1525.00

Explanation

Description	Total Amount
Other	5284.00

Explanation

Fringe Total	\$33,537.00
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Telecommunications

Description	Total Amount
Telecommunications	2499.00

Explanation

Effective November 1, 2009 the Chancellor's Executive Committee approved a UCSF data network services recharge. The recharge provides funding for critical equipment in support of the campus network.

Telecommunications Total	\$2,499.00
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Utilities

Description	Total Amount
Utilities	811.00

Explanation

UCSF is responsible for the University's General Automobile & Employee Liability self-insurance program. An assessment of \$0.80 per \$100 of payroll will be calculated.



Utilities Total	\$811.00
Supplies	
Description	Total Amount
Supplies	809.00

Explanation

Supplies will include training materials (e.g., cool down kit supplies, books), as well as supplies for psychotherapy provision (e.g., therapy toys, books, art materials, visual aids).

Supplies Total	\$809.00
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Other

Description	Total Amount
UCOP Human Resources Recharge	820.00

Explanation

This fee is charged to provide standardized Human Resources and Academic services to the program. These services are charged to this contract at the rate of \$1,334 per FTE effort of

Other Total	\$820.00
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Indirect Costs

Description	Total Amount
Indirect Costs	16071.00

Explanation

Please explain how this indirect rate is calculated, and how it is consistent with the agency's cost allocation plan.

The University requires full Facilities & Administrative cost recovery. For all categories of sponsor, the University should apply its negotiated F&A rate to all extramural awards for research, instruction and other sponsored activities.

Indirect Costs Total	\$16,071.00
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**Mayor's Office of Housing
& Community Development
(MOHCD)**

Mark Farrell
Mayor

Kate Hartley
Director

REQUEST FOR PROPOSALS

SOMA FUND

**FY 2018-2019
FUNDING CYCLE**

DATE ISSUED:

Friday, January 26, 2018

DEADLINE FOR SUBMISSION:

Wednesday, February 28, 2018 at 5:00 p.m.

NOTICE OF FUNDING AVAILABILITY

The Mayor's Office of Housing & Community Development (MOHCD) is pleased to announce the availability of SoMa Community Stabilization Funds to support the creation of a trauma-informed learning and teaching environment at Bessie Carmichael School under the program:

Organizational Capacity Building	\$150,000
TOTAL	\$150,000

The grant period for awards under this notice will be from July 1, 2018 – June 30, 2019. Provided that program outcomes are achieved after one year, additional funding of \$150,000 will be made available for a second year.

TECHNICAL ASSISTANCE WORKSHOP

MOHCD will provide a technical assistance workshop to assist interested applicants in determining the eligibility of proposed projects, and in completing the required elements of the proposal packet:

Monday, January 29, 2018

10:00 a.m. – 11:00 a.m.

1 South Van Ness Avenue, 5th Floor

Potential applicants are highly encouraged to attend the workshop before submitting an application. The meeting room is wheel chair accessible. If you need translation services, a sign language interpreter, or any other accommodations, please call (415) 701-5598 at least 72 hours in advance. For speech/hearing impaired callers, please call TYY/TDD (415) 701-5503. For information on MUNI routes, please call (415) 673-6864, or 511.

REQUEST FOR PROPOSALS (RFP) OVERVIEW

DEADLINE FOR SUBMISSION:

by hard-copy original and USB drive copy

February 28, 2018

at 5:00 p.m.

One original and one USB drive copy of the completed proposal must be submitted to:

Attention: Director of Community Development
Mayor's Office of Housing and Community Development (MOHCD)
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

HAND DELIVERY RECOMMENDED

I. ELIGIBLE PROJECTS

Eligible projects and services under the proposed program area can be found in the Eligible Program Areas & Programs section of this RFP (p. 7). MOHCD reserves the option to award multiple grants to an agency or group of agencies during the review process.

II. PROCUREMENT

This RFP procurement process, and the proposals received as a result of it, may be used to justify contract funding decisions for other similar services and/or other funding that becomes available through MOHCD or any other City department. MOHCD and/or any other City departments who use this RFP solicitation as a procurement process for other funds, reserve the right, at their own discretion, to fund select activities or partners (and remove or eliminate others) within a proposal submitted by a collaborative or group of agencies. The procurement process for this RFP or any of its component Program Areas & Programs may be delayed, suspended, or canceled if the City determines that such action is in the best interest of the City.

III. PRIORITIES AND ELIGIBILITY

A. Priority

Collaborative proposals are encouraged; however, collaborative proposals must choose a lead agency to serve as the fiscal agent. The fiscal agent should submit its own organizational documentation as directed below in the same manner as if it were a single agency. Priority will be given to those collaborations/agencies that currently perform similar services and demonstrate the ability to increase impact through collaborative efforts. Successful collaborative applicants will need to provide MOUs from each participating agency that outline scopes of work and expectations, both programmatically and fiscally.

B. Eligibility

1. Applicant's programs must principally benefit low- and moderate-income individuals and their families in SoMa.
2. Participants of applicant's program(s) must reside within the boundaries of the City and County of San Francisco.
3. Applicants must be: (a) based in the City and County of San Francisco; (b) a 501(c)(3) nonprofit corporation registered with the Internal Revenue Service; and (c) in good standing with the State of California's Registry of Charitable Trusts.
4. Successful applicants must comply with all applicable state and local laws and government regulations.

IV. EVALUATION CRITERIA

1. The extent to which the applicant demonstrates an understanding of specific barriers and challenges facing its target population(s) and a successful history of effectively serving it (20%);
2. The extent to which the proposed program meets the objectives, eligible activities, and program description outlined in the RFP, demonstrates a reasonable, measurable theory for how its program activities lead to positive client and SoMa community outcomes, and utilizes partnerships to strengthen and expand program impact (40%);

3. The extent to which the applicant demonstrates a robust evaluation methodology (10%); and
4. The extent to which the applicant demonstrates staff experience and expertise required to deliver a successful program, including a budget that accurately reflects the proposal's intent, activities and outcomes (20%).
5. The extent to which the applicant demonstrated leveraged funding from non-City sources (10%).

See the RFP Proposal Evaluation Form (p. 14) to understand how reviewers will be scoring proposals submitted under this RFP.

V. REQUIREMENTS

The use of City funds is subject to numerous local requirements. A few of the requirements are listed below and are briefly summarized:

1. **Accessibility:** Programs and services must be accessible to persons with disabilities. Program access can be achieved in many cases without having to alter the existing facility.
2. **Non-Discrimination:** Agencies must comply with federal, state and San Francisco prohibitions against discrimination in fair housing and equal employment opportunity, and in awarding contracts. Agencies must also comply with the Equal Benefits Ordinance for domestic partners.
3. **Procurement:** Projects must comply with federal conflict of interest regulations, and regulatory procedures for obtaining and contracting for goods and services.
4. **Ineligible Reimbursements:** Funds for activities occurring prior to the commencement date of the grant agreement cannot be reimbursed.
5. **Religious Activity:** Funds may not be used for religious purposes.
6. **Political Activity:** Funds may not be used for political activity.
7. **Grant Agreement:** Successful applicants will be required to execute and meet the provisions of a grant agreement. Additional documentation, including an annual work plan and an annual budget, must be completed and approved by MOHCD prior to any funds being committed or spent. Financing is primarily on a monthly cost-reimbursement basis. Successful applicants will be expected to participate in MOHCD's online programmatic and financial reporting system.

VI. REVIEW PROCESS AND SCHEDULE

All submitted proposals will be initially screened by a committee composed of MOHCD staff to determine completeness and eligibility. Ineligible proposals will be eliminated at this stage. MOHCD staff will evaluate all complete and eligible proposals submitted for programs listed in the Eligible Program Areas & Programs section of this RFP (p. 7). MOHCD will make the final selection of agencies/agency to be awarded grant(s) under this RFP. The preliminary schedule for review and approval is:

Wednesday, February 28, 2018

Proposals due to MOHCD by 5:00 p.m.

Sunday, July 1, 2018

Grant term begins

Note: MOHCD reserves the right to adjust the preliminary schedule at its discretion.

VII. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any respondent that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth business 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 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 RFP 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.

B. Protest of Grant Award

Within five business days of the City's issuance of a notice of intent to award the grant, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award.

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 proposer, and must cite the law, rule, local ordinance, procedure or RFP 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.

C. Delivery of Protests

All protests must be received no later than 5:00 p.m. five (5) days following the announcement of grant awards. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or via e-mail will not be considered.

If the City determines that a meeting with the party submitting the appeal is necessary, such meeting will be scheduled within ten (10) calendar days of the receipt of a protest to review and attempt to resolve the protest. Protests must be delivered to:

Attention: Director of Community Development
Mayor's Office of Housing and Community Development (MOHCD)
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

PROPOSAL INSTRUCTIONS

1. Please be as succinct as possible. The narrative section must be no longer than five pages. Reviewers will not consider text beyond the indicated text limitation and/or space provided.
2. No handwritten proposals will be accepted. Proposals must be typed or computer generated. Font must be at least 12 point.
3. Pages should be standard 8-1/2" by 11" with 1 inch margins. All copies should be double-sided and single spaced.
4. Original signatures must be in blue ink on the original set.
5. Use the application checklist to ensure your package is complete.
6. Do not bind proposals, or submit extra materials not requested.
7. Substantially incomplete, faxed, or late applications will not be considered. Hand delivery is highly recommended. No applications will be accepted after 5:00 p.m. on Wednesday, February 28, 2018.

ELIGIBLE PROGRAM AREAS & PROGRAMS

Instructions: Below is one (1) program area with a specific program listed and described. On your Program Selection sheet, please check the box that corresponds to the appropriate program area and program. A separate proposal should be submitted for each program. Each proposal should stay within the parameters of its program objective; eligible program activities are outlined below.

Note: The Maximum Grant Amount is the amount for the initial twelve-month period, from July 1, 2018 through June 30, 2019. Unless otherwise designated, funding for a second year may be available, depending upon the City's budget, overall priorities, and performance by the grantee. MOHCD reserves the right to award a second year of funding to an organization, discontinue funding, and/or issue a separate procurement in the second year based on budget, priorities, and performance. The second year of funding will be for \$150,000, but will be allocated across the 12-month period of July 1, 2019 through June 30, 2020.

ORGANIZATIONAL CAPACITY BUILDING

MOHCD has allocated General Funds for the following purpose:

1. **Capacity building for creating a more trauma-informed learning and teaching environment at Bessie Carmichael School (\$150,000 available for 2018-19 only).** This funding is intended to support promote school success for trauma-impacted children and youth at SoMa's Bessie Carmichael School by providing trauma-informed systems training services to the school community. Proposed services should include: professional development training for all school staff on effects of stress and trauma, as well as on strategies for mitigating these effects; trauma-informed consultation to school staff and leadership to build capacity to address effects of trauma on the school; on-site psychotherapy for trauma-impacted students; and workshops for parents/caregivers on coping with stress and building resilience.

AGENCY CHECKLIST

Application Packet

(One original signed in blue ink and one USB drive copy)

- Proposal Cover Sheet (p.9)
- Board of Directors (p.10)
- Program Selection (p.11)
- Proposal Narrative (see p.12 for instructions)
- Program Budget Worksheet (p.17 and posted in Excel)

Additional required items for applicants not currently receiving funding from MOHCD:

- Articles of Incorporation, including all amendments
- Organization By-Laws, including all amendments
- Evidence of Federal Tax Exempt 501(c)(3) status

DEADLINE FOR SUBMISSION:

by hard-copy original and USB drive copy

February 28, 2018

at 5:00 p.m.

One original and one USB drive copy of the completed proposal should be submitted to:

Attention: SoMa Fund Director
Mayor's Office of Housing and Community Development (MOHCD)
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

HAND DELIVERY RECOMMENDED

RFP QUESTIONS?

Claudine del Rosario
(415) 701-5580
claudine.delrosario@sfgov.org

ALTERNATIVE FORMATS FOR PERSONS WITH DISABILITIES

Eugene Flannery
(415) 701-5598
eugene.flannery@sfgov.org

PROPOSAL COVER SHEET

(You may neatly hand write this portion of the proposal)

Organization Name:

Street Address:

City:

State:

Zip Code:

Main Phone:

Fax:

Program Name:

Program Street Address (if different):

City:

State:

Zip Code:

Executive Director:

Phone:

Primary Contact Person (if different):

Phone:

Fax:

Email:

Total Proposal Request (may not exceed Program Selection amount on page 11): \$

Total FY 2018-19 Projected Agency Budget: \$

I certify that the information provided in this application is true.

Signature

Date

PROGRAM SELECTION

(Check the box for both the Program Area and the Program for which you are applying)

Capacity Building

1. Trauma-informed systems training (\$150,000)

PROPOSAL NARRATIVE

(Must not exceed 5 pages)

1. **Background and Need** (2-4 paragraphs suggested)

This section should demonstrate a broad understanding of the barriers and challenges faced by the target population(s) indicated in the selected program description.

- What specific barriers and challenges exist for the target population(s)? What is your understanding of the specific barriers and challenges in the South of Market neighborhood?
- What is your organization's history of providing similar services to the target population(s)?

2. **Proposed Program Design** (7-9 paragraphs suggested)

This section should describe the implementation of activities prioritized by the selected program, and provide detail about program design and service delivery strategies. This section should also list activities and outcomes for your proposed program. MOHCD's assigned activities and outcomes within each program area have been included for your reference on p.16 of this RFP.

- What is the proposed program design? Describe how it incorporates best practices.
- Who will your program target for services, how many individuals will it serve, and how does it propose to reach them?
- Describe the activities and outcomes that your program plans to track.
- Each client activity must be linked to specific outcome(s) and should be supported by evidence-based practice. Non-client based activities (e.g., organizational capacity building) are not required to have corresponding outcomes. You may elect to include a schedule or calendar to illustrate your activities, a logic model, or another graphic that illustrates how your program's activities lead to positive client and community outcomes.
- Your proposal should also include the expected number of people to be served per activity, and the number of people expected to achieve the corresponding outcome(s).
- What other organization(s), including City government entities, does your program partner with, and how does this partnership impact its reach/activities/services? Please describe the level of partnership (e.g., shared services or decision making versus referrals).
- How will your program involve the community, or connect with community-based knowledge and experience, to inform program design?

3. **Evaluation** (2-3 paragraphs suggested)

This section should describe how your organization will evaluate the impact of the proposed activities on the target population(s).

- How will your organization track progress and measure program impact on the target population(s)?
- How will your organization evaluate and inform program design?

4. **Organizational Capacity and Budget** (2-3 paragraphs suggested)

Describe the skills and experience of key agency staff.

- Identify the individual(s) who will work on this project on behalf of your organization. Include name, job title, skills and experience for each individual.
- Provide a brief narrative for your program budget; highlight any unique and/or substantial budget items reviewers should understand.

RFP PROPOSAL EVALUATION FORM

(For reviewer use and applicant reference)

1. Background and Need:

- Applicant clearly describes specific barriers and challenges that exist for its target population(s)?
- Applicant describes a successful history of effectively serving the target population(s)?

Score: _____/20

2. Proposed Program Design:

- Applicant clearly describes its program design and articulates how the proposed design is best suited to address the needs of the target population(s) and the objectives of the RFP?
- Applicant incorporates best practices into its program design?
- Applicant clearly describes a reasonable, measurable theory for how its program activities lead to positive client and community outcomes?
- Applicant articulates the expected number of people to be served per activity, and the number of people expected to achieve the corresponding outcome(s)?
- Applicant clearly describes partnerships that strengthen and expand program impact?

Score: _____/40

3. Evaluation:

- Applicant clearly describes how the proposed program will track progress and measure impact?
- Applicant clearly describes how its evaluation framework will inform program design?

Score: _____/10

4. Organizational Capacity and Budget:

- Applicant clearly identifies program staff who are commensurate with the scope and objectives of the proposed program?
- Applicant clearly describes the program budget and includes reasonable explanations for unique and/or substantial budget items?
- Applicant's Board of Directors reflect the constituency of the target population(s) and demonstrate the appropriate expertise in the services to be provided and/or to be a high-functioning Board (e.g. fundraising, fiscal management, and similar skills)?

Score: _____/20

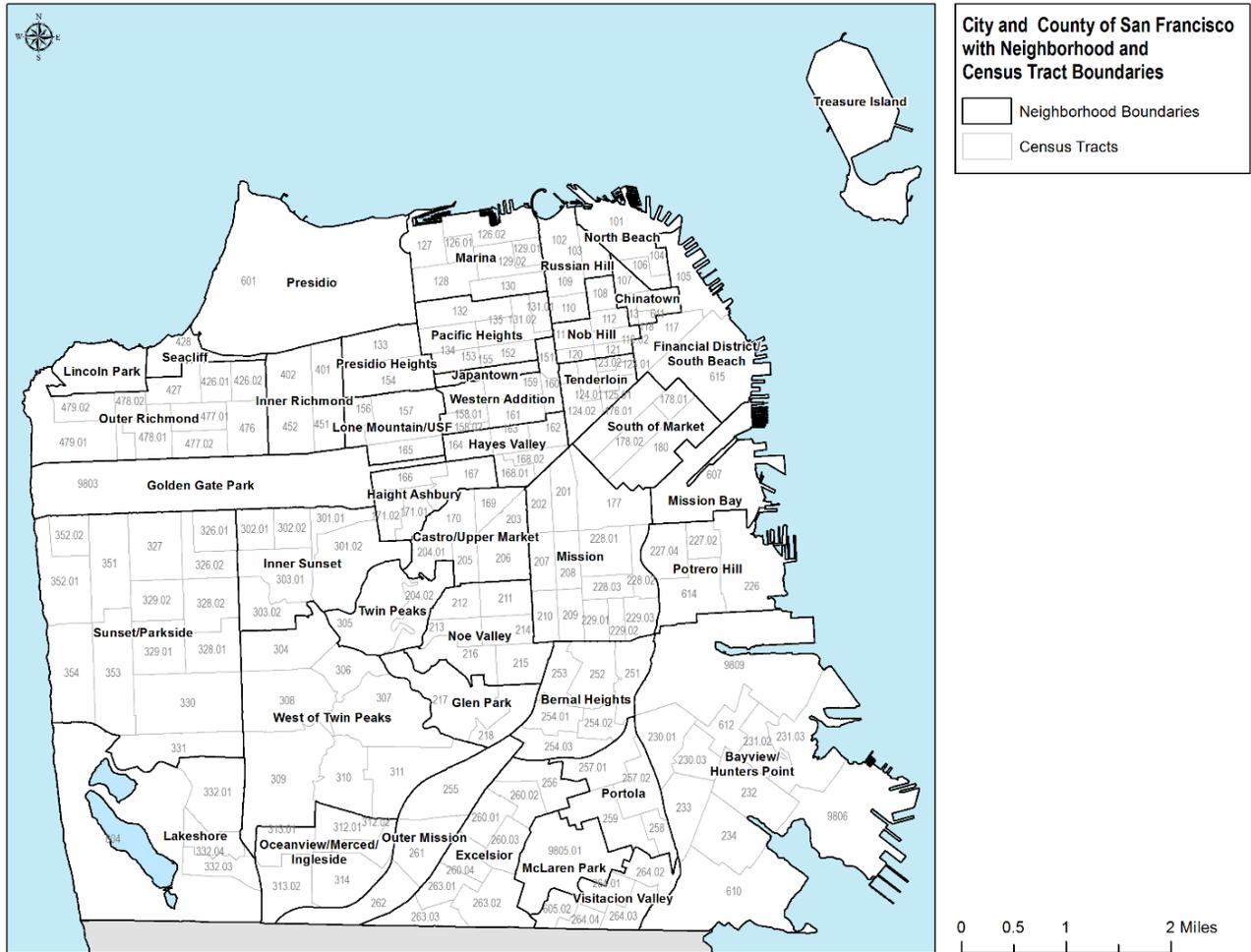
5. Leveraged Funding:

- Applicant provides evidence of non-City funding secured for proposed project

Score: _____/10

Total Score: _____/100

MAP OF MOHCD-DEFINED SAN FRANCISCO NEIGHBORHOODS



MOHCD ACTIVITIES AND OUTCOMES BY PROGRAM AREA

Note: the measurement unit for all outcomes is “number of persons,” except for two activities under the Organizational Capacity Building program area where “number of organizations” is the measurement unit.

Program Area	Activity	Outcome
Access to Housing	1. Applications for Affordable Rental Units	Placed in Rental Housing
	2. Counseling	Better Understanding
	3. Financial Counseling and Education	Individuals Demonstrating Increased Knowledge, Skills and Abilities
Community Building and Neighborhood Planning	1. Residents Engaged in Community Grant-making Process	N/A
	2. Residents Participating in Civic Engagement Activities	Residents Who Report Increased Opportunities for Neighborhood Involvement and Civic Engagement
Eviction Prevention	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Counseling	Better Understanding
	3. Financial Assistance (moving costs, security deposits, utilities, last month's rent)	Stably Housed 3 Months Later Stably Housed 9 Months Later
	4. Information & Referral	Information & Referral, Successfully Connected
	5. Legal Representation	Avoid Eviction
	6. Rental Assistance	Stably Housed 3 Months Later Stably Housed 9 Months Later
Foundational Competencies	1. Individuals Receiving Training to Improve Academic Competencies	Individuals Demonstrating Increased Knowledge, Skills and Abilities Individuals Receiving High School Diploma, GED, and/or Enrolling in Post-Secondary Education Program
	2. Individuals Receiving Training to Improve Personal Effectiveness/Soft Skills	Individuals Demonstrating Increased Knowledge, Skills and Abilities
	3. Individuals Receiving Training to Improve Workplace Competencies	Individuals Demonstrating Increased Knowledge, Skills and Abilities Individuals Enrolling in a Sector-Specific Job Training Program, or Placed in Unsubsidized Employment
Housing Place-Based Services	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Information & Referral	Information & Referral, Successfully Connected
	3. Involvement in Planning and/or Community Building	N/A
	4. Leadership Development Training and Opportunities	Complete Goal Setting and List of Action Steps Complete 75% of Action Steps
	5. Resident education and/or workshops (including health and wellness, housing stability and tenancy expectations, economic	Attend 75% of the workshops/classes Clients Report Changed Behavior

	self-sufficiency and public safety)	
	6. Service Connection	Needs Assessment Completed Engagement with External Resources, including Barrier Removal and Follow Through
Legal Services	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Counseling	Better Understanding
	3. Employment Rights Education and Counseling	Individuals Demonstrating Increased Knowledge, Skills and Abilities
	4. Information & Referral	Information & Referral, Successfully Connected
	5. Legal Representation	Legal Issue Successfully Resolved , or One or More Legal Goals Successfully Achieved
	6. Processing of Documents or Applications	Applications and/or Documents Submitted
Organizational Capacity Building	1. Nonprofit Staff Trained	N/A
	2. Organizations Participating in Collaborative Planning Process	N/A
	3. Organizations Receiving Technical Assistance	N/A
Service Connection	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Information & Referral	Information & Referral, Successfully Connected
Supportive Housing for PLWHA	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Long-Term Housing and Essential Services	N/A
	3. Long-term Rental Assistance	N/A
	4. Short-term Rental Assistance	N/A
	5. Transitional Housing and Essential Services	Successfully Transitioned to Permanent Housing
Sustainable Homeownership	1. Information & Referral	Information & Referral, Successfully Connected
	2. Home Modifications Installed	N/A
	3. Pre-Purchase Counseling	Pre-Purchase Better Understanding
		Homeowners Created
	4. Post-Purchase Counseling	Foreclosure Averted/Favorable Resolution
		Post-Purchase, Better Understanding
Transitional Housing	1. Case Management	Achieve 75% of Goals from Individual Service Plan Complete First Individual Service Plan and Progress to Second
	2. Transitional Housing and Essential Services	Successfully Transitioned to Permanent Housing

PROGRAM BUDGET WORKSHEET

AGENCY NAME:	
PROGRAM NAME:	

Please fill in the yellow highlighted fields that apply to your Proposal and Full Program Budget. Include your program's two largest secured revenue sources in the columns labeled "Secured Amount from [Insert Source]," and sum the remaining revenue sources in the column labeled "Secured Amount from Other Sources." List the names of other revenue sources in that column header.

Line Item	Budget Item			Requested Amount from MOHCD	Secured Amount from [Insert Source]	Secured Amount from [Insert Source]	Secured Amount from Other Sources:	Total Program Budget
	Name & Title	Rate/Hr.	# of Hrs.					
Salaries & Wages								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
	Total Salaries & Wages			\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	Item							
	FICA							\$ -
	SUI							\$ -
	Workers Compensation							\$ -
	Medical Insurance							\$ -
	Retirement							\$ -
	Other							\$ -
	Total Fringe Benefits			\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	Item							
								\$ -
								\$ -
								\$ -
	Total Contractual Services			\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	Item							
								\$ -
								\$ -
	Total Equipment			\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	Item							
								\$ -
								\$ -
	Total Insurance			\$ -	\$ -	\$ -	\$ -	\$ -
Other	Item							
	Travel & Conferences							\$ -
	Office and/or Program Space Rental							\$ -
	Office and/or Program Supplies							\$ -
	Telecommunications							\$ -
	Utilities							\$ -
								\$ -
	Total Other			\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	Total Indirect (no more than 15%)							\$ -
	TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -

Mayor's Office of Housing and Community Development
City and County of San Francisco



London N. Breed
Mayor

Eric D. Shaw
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

DATE: December 2, 2020

SUBJECT: Expend Resolution for SOMA Community Stabilization Funds
TIS Program - \$78,000

Attached please find the original and 2 copies of each of the following:

- Proposed resolution; original signed by Department, Mayor, Controller
- Expenditure budget

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey

Phone: 701-5575

Interoffice Mail Address: Benjamin.McCloskey@sfgov.org

Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).



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 . www.sfethics.org

Received On:

File #: 201423

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

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

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Claudine del Rosario	415-613-4854
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office Housing & Comm. Dev.	claudine.delrosario@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR UCSF HEARTS Program	TELEPHONE NUMBER 415-206-3278
STREET ADDRESS (including City, State and Zip Code) 1111 Franklin Street, 12th floor, Oakland, CA 94607	EMAIL joyce.dorado@ucsf.edu

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 201423
DESCRIPTION OF AMOUNT OF CONTRACT \$78,000		
NATURE OF THE CONTRACT (Please describe) Trauma-informed systems training and clinical support for staff, faculty, students and families at Bessie Carmichael School A		

7. COMMENTS

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

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	Anguiano	Maria	Board of Directors
2	Blum	Richard	Board of Directors
3	Butler	Laphonza	Board of Directors
4	Cohen	Michael	Board of Directors
5	Elliot	Gareth	Board of Directors
6	Estolano	Cecilia	Board of Directors
7	Guber	Harold "Peter"	Board of Directors
8	Kieffer	George	Board of Directors
9	Lansing	Sherry	Board of Directors
10	Lieb	Richard	Board of Directors
11	Makarechian	Hadi	Board of Directors
12	Muwwaakkil	Jamaal	Board of Directors
13	Oakley	Eloy Ortiz	Board of Directors
14	Park	Lark	Board of Directors
15	Perez	John A.	Board of Directors
16	Reilly	Janet	Board of Directors
17	Sherman	Richard	Board of Directors
18	Sures	Jonathan "Jay"	Board of Directors
19	Zettel	Charlene	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	To1ou-Shams	Marina	Other Principal officer
21	Dorado	Joyce	Other Principal officer
22			
23			
24			
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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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.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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