

GRANT AGREEMENT

Grant Number: 202608-314261
Please use this number in all correspondence

The San Francisco Foundation (“Grantor”) is pleased to make a General Support grant in the amount of \$200,000 to City and County of San Francisco (“Grantee”) subject to the terms and conditions provided in this Agreement.

Acceptance of Grant

The conditions set forth below are deemed to be agreed to by the grantee if the grantee accepts any payment. *No payments will be released until a signed copy of the Agreement is returned to the Foundation and any special conditions are met.*

Contact

Andrea Bruss

Grantee

City and County of San Francisco
City Attorney’s Office
1390 Market St Fl 7
San Francisco, California 94102-5406

San Francisco Foundation Grant Contact

Amourence Lee - alee@sff.org

Grant Amount

\$200,000 for 36 months

Date Approved

November 11, 2025

Grant Period

October 01, 2025 - September 30, 2028

Grant Purpose

for general support to the Office of the City Attorney.

Grant Conditions (Financial Accounting Treatment Only)

While grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular measurable goal or metric, unless that condition is specifically identified in Special Conditions below.

Tax-Exempt Status

It is understood that Grantee is a government entity and, as such, is not required to obtain tax-exempt status under 501(c)(3) of the Internal Revenue Code (the "Code"). This status has been confirmed by Grantor. This grant is contingent on Grantee maintaining its status as a government entity.

Use of Grant Funds

Consistent with the Foundation's charitable mission and the constitutional principles that serve as the bedrock of democratic society, grant funds may fund public speech, advocacy, and lawful organized protests, provided that such activities are not aimed at illegally suppressing opposing speech or inciting acts of political violence or domestic terrorism. By accepting this grant from the San Francisco Foundation, the grantee certifies that the grant award will not be unlawfully used, directly or indirectly, to foment or fund acts of political violence or domestic terrorism.

Grantee agrees to use all grant funds exclusively for charitable, scientific, literary or educational purposes consistent with Section 501(c)(3) and Section 170(c)(2)(B) of the Code or authorized governmental purposes, and at all times engage in activities and act solely as an organization described in Section 501(c)(3) of the Code.

This grant is not earmarked or designated for transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence between Grantor and Grantee. While Grantee accepts full discretion and control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions, these funds may be spent only in accordance with the provisions of this Agreement. Expenditure of grant funds is subject to modification only with the prior written approval of Grantor.

Prohibitions on Use

Grantee agrees that at no time will any grant funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Code Section 527(e)(2); (iii) for any activity that is in violation of federal, state or local law or any effort to induce or encourage violations of law or public policy; (iv) to cause any private inurement or improper private benefit to occur; or (v) in any manner inconsistent with charitable and educational purposes defined under Code Section 501(c)(3) or governmental purposes.

This grant is not earmarked for any specific purpose or activity, including any attempt to influence legislation within the meaning of Code Section 501(c)(3) and the regulations thereunder, including Section 1.501(c)(3)-1(c)(3)(ii).

If any grant funds are provided to another organization, Grantee shall notify Grantor of the transfer in advance and ensure that such grantee complies with all the terms and conditions of this Agreement.

Annual Check-in Requirements

Guidelines and forms for annual check-ins with your application lead are available on the Foundation's grantee

portal at <https://sff.fluxx.io> under the Request Reports section. Your application lead will provide guidance on check-ins for your grant. If you need to extend the grant period or request changes in the payment schedule or budget, please reach out to your grant contact, Amourence Lee (alee@sff.org) and copy programs@sff.org.

Grant Check-In Due Dates

Check-In Due	Due By
Annual Check-in - Conversational	October 15, 2026
Annual Check-in	October 15, 2027
Annual Check-in	October 16, 2028

Payment Schedule

Payments will be made on the schedule below if reports have been submitted on the dates requested.

Payment Amount	Due Date
\$100,000	October 17, 2025
\$100,000	October 19, 2026

Marketing and Communications

The San Francisco Foundation believes that the strategic use of communications and storytelling is core to achieving success in the work that we do together to expand opportunity in the Bay Area. Grantee is encouraged to announce this grant through online and traditional media coverage, and via social media, in accordance with Grantor’s communications guidelines, which can be found at www.sff.org/tsffcommsguidelines. If Grantee has any stories, images, or news coverage that can be shared with Grantor that supports and exemplifies Grantee’s work, please send these to marketingandcommunications@sff.org.

Return of Funds

Any funds not expended or committed for the purposes of this grant, or within the period stated earlier, must be returned to Grantor. Grantor will notify Grantee if it determines, after careful consideration of the information available to it, that the grant is not being used for the purposes specified or is not reasonably in the interest of the public.

Legal Compliance

Grantee shall comply with all federal, state and local laws applicable to the activities undertaken with the grant funds, and shall take all reasonable steps necessary to ensure participants in grant-funded activities comply with such laws.

Recordkeeping

Grantee shall maintain records satisfactory to Grantor related to this Agreement. Grantee shall make all books, ledgers, accounts, files and computer records and personnel involved in performing functions under the Agreement available to Grantor, its designated representatives, auditors or legal counsel to confirm compliance with the terms of the Agreement and applicable law. Grantee agrees to retain records in accordance with its document retention policy, but in no case less than six (6) years after the conclusion of the grant period.

Hold Harmless

By accepting a grant from Grantor, Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor or Grantor’s officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, Grantee’s employees, or Grantee’s agents, in applying or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Grantor or Grantor’s officers, directors, trustees, employees, or agents.

Entire Agreement

This Agreement contains the entire understanding between Grantor and Grantee regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

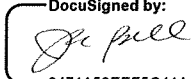
Governing Law

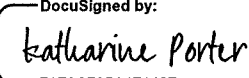
This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

Modification or Amendment

Requests for amendment or modification to the grant must be submitted in advance. The Grantee must do this by email to programs@sff.org, including the grant number in any the email. Formal notification of whether requests have been approved will be issued by email.

Please return your signed agreement to grantsmanagement@sff.org.

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The San Francisco Foundation	Date

DocuSigned by: 	3/5/2026
<small>74E0CF36A474437...</small>	
Katharine Porter Authorized Signatory	Date

By Signing this Agreement, the Authorized Signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all of the terms and conditions of this Agreement.