



TIPPING POINT
COMMUNITY

ONE-TIME GRANT AWARD AGREEMENT

The board of directors of Tipping Point Community ("Tipping Point") has authorized Tipping Point to award a \$700,000 one-time grant (the "Grant") to the Office of the Mayor, City and County of San Francisco (the "Grantee") pursuant to the terms outlined below (the "Agreement"), dated as of January 1, 2026. As a condition of receiving the Grant, the Grantee agrees to the following:

1. THE PURPOSE OF THE GRANT

The Grantee shall use the Grant to fund the position of the Director of Strategic Partnerships, whose role shall be to lead the public-private and strategic partnership work on behalf of the Office of the Mayor. The grant will fully fund the salary and benefits for the position in 2026 and 2027, and will cover 50% of the salary and all benefits in 2028 (the "Purpose").

If the funded position becomes vacant at any time during the Grant Term and is not planned to be backfilled within ninety (90) days, the Grantee shall promptly notify Tipping Point in writing. Any portion of the Grant allocated to salary or benefits for periods during which the position remains unfilled shall be deemed unused funds. The Grantee shall return such unused funds to Tipping Point within thirty (30) days of notice from Tipping Point.

In no event shall the Grant be used for funding or expenses related to any staff solely dedicated to advocacy or to services outside of the San Francisco Bay Area; nor will the Grant be used in any manner that violates the terms of this Agreement. The Grant is not in any way earmarked to support lobbying or voter registration activity.

2. THE TERM OF THE GRANT

(a) The Grant is made for the term of three years to commence on January 1, 2026 (the "Initial Term"). If the Grantee does not fully utilize the Grant during the Initial Term, the Grantee shall notify Tipping Point in writing 30 days prior to the end of the Initial Term to request an extension of the Initial Term (the "Extension Request"). Tipping Point, in its sole discretion, shall determine whether or not to grant the Extension Request on the same terms and conditions as the Agreement (the "Extension"). For the avoidance of doubt, if Tipping Point declines to approve the Extension Request or if the Grantee does not submit such an Extension Request, then the Grantee shall remit any unused portion of the Grant within 30 days of the end of the Initial Term or the end of the Extension, as applicable.

(b) If the Agreement is not signed by the Grantee and returned to Tipping Point by January 31, 2026, the Agreement shall be deemed null and void.

3. PAYMENT OF THE GRANT

a) The Grant is payable in three (3) installments.

b) Tipping Point will pay the first installment of \$282,800 within 15 days after receipt of a fully executed copy of the Agreement signed by an authorized representative of the Grantee accepting the Grant on the terms and conditions set forth herein.

c) Tipping Point shall pay the second installment of \$292,953 on or about January 1, 2027 ("Second Installment Payment Date"); *provided that* in our sole judgement: (i) you have not used any portion of the Grant in violation of the Agreement, and (ii) you have met grant reporting requirements and demonstrated progress toward achieving the goal.

d) Tipping Point shall pay the third installment of \$122,247 on or about January 1, 2028 (the "Third Installment Payment Date"); *provided that* in our sole judgement: (i) you have not used any portion of the Grant in violation of the Agreement, and (ii) you have met grant reporting requirements and demonstrated progress toward achieving the goal.

4. MID-POINT & FINAL REPORTS

At the mid-point of the Grant Term on or about July 1, 2027 the Grantee shall provide a written or verbal report to Tipping Point detailing the progress that the Director of [Strategic Partnerships](#) has made in their role. The Grantee shall also confirm in writing that it has not used the Grant in any way that may violate this Agreement and that there have been no material changes in the Director's role and responsibilities.

At the conclusion of the Grant Term the Grantee shall provide a written report detailing the work of the Director of Strategic Partnerships during their tenure. The Grantee shall also confirm in writing that it has not used the Grant in any way that may violate this Agreement and that there have been no material changes in the Director's role and responsibilities.

5. NON-RENEWAL

The Grant is a one-time grant, not eligible for renewal. While this grant is non-renewable, when considering the Grantee for eligibility for any future grants, Tipping Point will consider the Grantee's success in accomplishing the Goal.

6. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF TIPPING POINT'S NAME AND LOGO

Tipping Point may include information about the Grant and the Grantee in its periodic reports and may make information about the Grant and the Grantee public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. Tipping Point and the Grantee agree that the Grantee may include Tipping Point's name on lists of the Grantee's funders, contributors and/or supporters (the "Grantee Contributor Lists"), and that in each instance in which the Grantee discloses Tipping Point's name, it shall refer to Tipping Point as "Tipping Point Community," and not by any other name or variation of that name. The Grantee Contributor Lists may include information about the amount of the Grant, the goals of the Grant and whether the Grantee is a first-time grantee or a renewal grantee. Grantee shall not use Tipping

Point's name, logo, trademark or refer to Tipping Point [in](#) press releases, public statements, and other reports, without the prior written consent of Tipping Point.

7. RIGHT TO EVALUATION

Tipping Point has the right to evaluate the Grantee's programs by itself or through the services of an evaluation agency during the Initial Term or the Extension, if applicable, at no extra cost to the Grantee (the "Evaluation Agency"). In either case, Tipping Point and/or the Evaluation Agency, as applicable, shall provide reasonable notice to the Grantee of any proposed evaluation, and any evaluation activities will not unreasonably interfere with Grantee's normal operation of business. The Grantee shall afford to Tipping Point and/or the Evaluation Agency, as applicable, reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grantee's business, properties and personnel as Tipping Point and/or the Evaluation Agency, as applicable, may reasonably request or as may be required by applicable law. The Grantee will not be required to furnish to either Tipping Point or the Evaluation Agency any confidential documents or information, unless required by law or as protected by appropriate confidentiality agreements.

8. LEGAL REQUIREMENTS

The Grantee agrees not to use any portion of the Grant for any of the following:

- (a) to operate itself in any manner which is not exclusively related to the Purpose or is not within its tax-exempt purpose (as stated in its certificate of incorporation or other comparable organizational documents);
- (b) for any grant to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such a grant satisfies the requirements of section 4945(g) of the Code;
- (c) for any grant to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- (d) for unreasonable administrative expenses or for other excessive expenses (as determined in Tipping Point's sole discretion);
- (e) for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code) (for the avoidance of doubt, the provision of athletic facilities or equipment is an acceptable purpose or goal);
- (f) to hire or recruit or refer for a fee for employment, or to continue to employ in the United States individuals without legal authorization to work in the United States (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or
- (g) to engage in any illegal, fraudulent or morally reprehensible (as determined in Tipping Point's sole discretion) behavior.

9. POLICY OF NON-DISCRIMINATION

Tipping Point is making the Grant on the condition that the Grantee has a written anti-discrimination policy in effect and does not discriminate against people seeking either services or employment based on race, sex, religious creed, color, ancestry, age, sexual orientation, gender, national origin, physical disability, mental disability, medical condition or marital status (the "Anti-discrimination Policy"). In the event that the Anti-discrimination Policy is not in effect and enforceable by law at the time of execution of the Agreement or at any time during the Initial Term or the Extension, if applicable, the Agreement shall be deemed null and void and Grantee will be required to remit any portion of the Grant paid to date to Tipping Point within 60 days.

10. BOOKS AND RECORDS

The Grantee will keep its financial and other records in a manner to adequately show the use of the Grant in accordance with the terms and provisions of the Agreement.

11. RIGHT TO CANCEL, MODIFY OR REVOKE PAYMENT

The parties acknowledge and agree that Tipping Point has the right to cancel, modify or withhold any payment under the Agreement or to require a total or partial refund of the payment if Grantee breaches this Agreement in any of the following ways:

- (a) the Grantee has used any portion of the Grant other than for the Purpose or has violated any material provisions of the Agreement, including but not limited to Section 9, and any other applicable law and regulation;
- (b) the Grantee has failed to make substantial progress on the Goals; or,
- (c) cancellation, modification or revocation is necessary to protect Tipping Point's interests and other charitable activities.

Within 30 days of written notice of Tipping Point's decision to cancel or revoke payment, the Grantee shall remit any portion of the Grant requested by Tipping Point, in its sole discretion.

12. NOTIFICATIONS

The Grantee agrees to notify Tipping Point in writing within two days of any significant changes in the Grantee's operations, organizational leadership, customary expenditures and any other developments that significantly impact Grantee's programs and operations.

Sunshine Ordinance and Donor Disclosures. Tipping Point understands and acknowledges that this Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, Tipping Point agrees to disclose information regarding the amounts and sources of funding and donor financial interest information as set forth in Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to Grantee, and to provide all information requested by Grantee to enable Grantee to comply with its disclosure obligations. To ensure compliance with this requirement and to maximize public transparency, Tipping Point will not accept anonymous donations from any single source aggregating more than \$100 for the Project.

Independent Relations. Nothing herein contained shall be construed as creating the relationship of employer and employee between the Tipping Point and Grantee or any of their respective agents or employees or Contractors. Grantee shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. Grantee shall exercise full control and supervision of its duties and full control and responsibility as to the employment, direction, compensation, and discharge of all persons assisting it in the performance this Agreement. Nothing set forth in this Agreement shall be deemed to render Grantee and Tipping Point a partner in each other's business, or a joint venture or member in any joint enterprise with each other.

Good Standing. Grantor represents that it is in good standing under the laws of the State where it is incorporated. Upon City's request, Grantor shall provide documentation demonstrating its compliance with such legal requirements. Each Party shall provide the other party written notice promptly following any and all changes in circumstances that could reasonably be expected to cause the noticing party to become unable to comply with its obligations under this Agreement

Governing Law. 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 this Agreement shall be in San Francisco.

13. MISCELLANEOUS

The Agreement constitutes the entire agreement between Tipping Point and Grantee and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Tipping Point and the Grantee have caused the Agreement to be executed as of the date first written above by their authorized signatories.

Office of the Mayor, City and County of San Francisco

Address for Notices:
1 Dr. Carlton B. Goodlett Place
Room 200
San Francisco, CA 94102

By: _____
Staci Slaughter
Chief of Staff

Approved as to form:
Office of the City Attorney

By: _____
Deputy City Attorney Manu Pradhan

Tipping Point Community

Address for Notices:
220 Montgomery Street, Suite 850
San Francisco, CA 94104

By: _____
Liz Bender
COO