

March 3, 2014

Patrick Otellini
Office of the City Administrator
City and County of San Francisco
1 Carlton B. Goodlett Place, Room 362
San Francisco, CA 94102

GRANT AGREEMENT

Dear Mr. Otellini:

Rockefeller Philanthropy Advisors, Inc. (“RPA”), on behalf of the 100 Resilient Cities Initiative (“100RC”), a special project of RPA (together, “RPA/100RC”), has approved a grant to GRANTEE for the purposes described herein. This letter (the “Grant Agreement”) summarizes the terms and conditions under which RPA/100RC has awarded this grant to GRANTEE. In accepting this grant, GRANTEE becomes a Member City of 100RC.

Amount and Purpose of Grant. The purpose of this grant is to assist GRANTEE in building its capacity to maintain and recover critical functions despite shocks and stresses so that the city’s people, communities and systems can bounce back more quickly and emerge stronger from these shocks and stresses. GRANTEE, as a Member City, will partner with RPA/100RC to develop and begin implementation of a resilience strategy. These responsibilities are outlined in the attached Addendum. To accomplish these goals, the grant is structured in several components:

Direct Funding - GRANTEE will receive direct funds up to US\$220,000.00 per year to pay for the salary of the position of Chief Resilience Officer (“CRO”) for a period of two years. The amount of the direct funds will be finalized after GRANTEE has provided the CRO’s resume and proof of comparable salaries and RPA/100RC has reviewed the candidate selected and salary. The responsibilities of the CRO will include driving the development and implementation of a resilience strategy for the city and working with RPA/100RC through an assigned Relationship Manager (“RM”) to coordinate services and technical support. To optimize the effectiveness of the CRO, the position will be a prominent leadership position, empowered by the full support of the City’s Mayor or local equivalent.

Indirect Funding - RPA/100RC will contribute funding indirectly to accomplish the grant purpose in several ways. RPA/100RC will dedicate and fund resources to work with GRANTEE to support the city’s development of a resilience strategy. This will include making available RPA/100RC staff experts and other service providers hired by RPA/100RC to work directly with GRANTEE as needed. Also, RPA/100RC will develop a platform of third-party service provider and technical assistance provider partners (“Platform Providers”) who can offer tools and services to GRANTEE to assist in creating and implementing a resilience agenda. RPA/100RC will also organize a CRO peer network so that GRANTEE’s CRO can connect with CROs from across the globe to share strategies and learnings. GRANTEE as a Member City agrees, where it is in the best interest of the city and consistent with the development and implementation of its resilience strategy, to work with the resources and Platform Providers made available to GRANTEE through this grant. Separate agreements regarding the specific terms of such services may be required.

Term of Grant. Direct funding for the position of CRO will be provided to GRANTEE for two years from date of hire of CRO. Indirect funding for consulting, technical assistance and Platform Provider services will be provided as needed for a term of three years from the hire of CRO, and may be extended through the request of an extension or modification of the grant.

Legal Status of Grantee. RPA/100RC has made this grant with the understanding that the GRANTEE is a government entity or instrumentality as defined in the United States Internal Revenue Code.

Payment of Grant Funds. RPA/100RC will disburse grant funds to GRANTEE in support of the first year's salary, as defined above, for the position of CRO upon our receipt of this Grant Agreement signed by an authorized officer of GRANTEE and upon the hiring of a qualified CRO. Grant funds in support of the second year's salary will be disbursed on the anniversary of the CRO's hiring subject to compliance with all other terms and conditions of this Grant Agreement.

Use of Grant Funds. Subject to the terms and conditions of this Grant Agreement, GRANTEE agrees to use the grant funds provided solely for the charitable purposes described above and in the manner described in the proposal dated October 14, 2013 and attached hereto (the "Proposal"). GRANTEE will promptly inform RPA/100RC and RM of any changes in key personnel or significant difficulties in making use of the funds for the purposes described herein.

Return of Unused Funds. Any unused grant funds, and any income earned on grant funds not spent or committed for the purposes of the Project, must be promptly returned to RPA/100RC.

Anti-Terrorism. GRANTEE hereby confirms that it complies with all U.S. anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions Regulations set forth in 31 CFR Part 594.

GRANTEE hereby certifies that it operates in compliance with the U.S. laws, that it takes reasonable steps to ensure that grant funds are not ultimately distributed to terrorist organizations and does not support, directly or indirectly, any terrorist activities or violence of any kind, and that it takes reasonable steps to ensure that staff, board and other volunteers have no dealings whatsoever with terrorists or terrorist organizations and do not support, directly or indirectly, terrorist activities or violence of any kind.

Reports. GRANTEE will use reporting templates provided by RPA/100RC to submit full and complete reports on the manner in which the funds are spent based upon the approved program plan and budget GRANTEE submitted, and the progress made in accomplishing the purpose of the grant. Reports should be completed according to the schedule and requirements laid out in the attached Addendum.

All reports must be signed by the CRO, and where appropriate the financial officer of your organization. In addition, please send to RPA/100RC copies of papers, manuscripts, and other materials that are produced as a direct result of RPA/100RC's grant upon request.

Requesting an Extension or Modification of the Grant. To request an extension or modification of this grant, GRANTEE must submit a detailed explanation of the need for the

extension or change with an up-to-date progress report and financial accounting. Under no circumstances can the purpose of the grant be modified.

All extension or modification requests should be sent to RM, email. If the request is approved, RPA/100RC will send a notification to your organization amending this Grant Agreement, which will include a revised schedule of deliverables reporting requirements and new payment terms, if applicable. This notification should be appended to the original Grant Agreement.

Contacts.

- Rockefeller Philanthropy Advisors, Inc.: Kate Mulligan, Relationship Manager, kmulligan@rockpa.org.
- 100 Resilient Cities – Amy Armstrong aaromstrong@100resilientcities.org
- Grant reports should be sent to RPA and 100 Resilient Cities contacts. All submissions must be clearly labeled with the grant number and identified as one of the Deliverables in the Project Milestones and Deliverables table of the Grant Agreement.
- Communications-related questions should be addressed to 100RC contact email.

Record Maintenance, Inspection and Retention. GRANTEE agrees to maintain clear and adequate records of receipts and expenditures for this grant and make such records available to RPA/100RC upon request. GRANTEE agrees to maintain separate reporting and accounting for grant funds. Grantee does not need to open a separate bank account. GRANTEE agrees to retain its accounting records related to the Project, as well as copies of the reports submitted to RPA/100RC, for at least four years after completion of the use of the grant funds. GRANTEE recognizes RPA/100RC's right to audit GRANTEE's books and records with respect to these funds.

License to Use Materials. GRANTEE hereby grants RPA/100RC a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise utilize, exploit and sublicense, in all languages and all media now known or hereafter developed, all written work or reports, publications of any kind, and any materials of any nature created by GRANTEE regarding this grant, as a result of this grant or in connection to this grant (collectively, the "Materials").

Warranty and Covenants. GRANTEE represents and warrants that GRANTEE has the full right and authority to grant licenses and rights granted in this Agreement and that GRANTEE's rights in any of the Materials and RPA/100RC's license of the Materials will not violate any intellectual property, contractual or other rights of any third party.

Monitoring and Evaluation. GRANTEE agrees to participate in evaluation activities as directed by RPA/100RC to enable RPA to monitor and evaluate key aspects of its 100RC project. GRANTEE also agrees to make its books and records available for inspection by RPA, 100RC or its designee at reasonable times and permit us to monitor and conduct an evaluation of operations under this grant, which may include a visit by our personnel or our designee to observe GRANTEE, a discussion of the grant with your organization's staff, and a review of financial and other records connected with this grant. Based on reports submitted to RPA/100RC by GRANTEE as well as RPA/100RC's independent evaluations as described above, 100RC will issue a report card to GRANTEE's CRO quarterly assessing the progress and development of strategies or activities under the grant. The purpose of these report cards is to identify strengths and weaknesses in the strategy development processes of Member Cities so

that services can be tweaked, targeted or made available efficiently and effectively to improve global outcomes.

Compliance and Termination. In the event that RPA/100RC or GRANTEE decides to terminate this grant before the end of the grant term for any reason, RPA/100RC will require GRANTEE to provide a financial report showing expenditures to date. If expenditures exceed grant funds paid, RPA/100RC will make payment in the amount of the excess expended, provided that all Deliverables due to that point or otherwise agreed between RPA/100RC and GRANTEE have been submitted to RPA/100RC. If grant funds paid exceed expenditures, GRANTEE will be required to remit the balance on hand to RPA/100RC.

Confidentiality. In the course of the grant activities, GRANTEE may have access to or be directly or indirectly exposed to RPA/100RC's confidential information, including information relating to programs, financial information, grantmaking processes and any proprietary information, but not including information that was known to it or in the public domain before disclosure or that becomes part of the public domain except by a breach of this agreement by it. Except as required by law, GRANTEE agrees to use reasonable measures to hold confidential all such confidential information and shall not, without RPA/100RC express consent, use it for purposes other than those permitted in this Grant Agreement or disclose it to third parties.

Grant Announcements; Public Reports and Use of RPA, 100RC Name and Logo. RPA encourages GRANTEE to announce this grant; however, GRANTEE must receive approval, in advance, from the RM to use any language that purports to interpret RPA/100RC intent in making the grant. GRANTEE agrees to note in its communications that RPA is supporting GRANTEE's efforts as a Member City through its special project, 100RC.

The designated RM must also approve, in advance, any press release or other media or public communication, written or electronic, GRANTEE intends to issue concerning the awarding of the grant. RM must also approve, in advance, any use of the RPA or 100RC logos. Member Cities are free to disseminate information about their experiences and findings during the course of the project to those who might benefit from this knowledge; in that connection, RPA, through its project, 100RC, views itself as an active partner that can further enhance and expand communications outreach and expects to be notified in advance regarding media outreach. For further information or assistance related to communications concerning this grant, please contact 100RC Communications Office.

100RC's Web site will include specific information about your participation as a Member City. This information will be updated regularly.

Relationship of Parties. The relationship of RPA/100RC to GRANTEE is that of grantor and grantee. RPA/100RC is not responsible for outcomes of strategies developed as a result of activities performed under this Grant Agreement. Nothing contained in this Grant Agreement shall be deemed to constitute either party a legal partner, joint venturer, employee or agent of the other party for any purpose. Neither party has the power to bond the other party or to incur any obligations on its behalf, without the other party's prior written consent.

Indemnification. GRANTEE agrees to defend, indemnify and hold harmless RPA/100RC, its officers, agents, and employees, from and against any liability, loss, expense or damages (including all costs and reasonable attorney's fees) or claims for injury arising out of or in any way connected to the activities carried out pursuant to the terms of this Grant Agreement,

including claims for loss or damage to any property, or for death or injury to any person or persons. Further, GRANTEE agrees to defend and indemnify RPA/100RC against any liabilities, damages or expenses (including all costs and reasonable attorney's fees) that RPA/100RC incurs based on a third party claim arising from a breach of GRANTEE's warranties, covenants, duties or obligations under this Agreement that may result from any action or omission of GRANTEE, its contractors and subcontractors, or any of its or their officers, agents or employees.

Governing Law. This Agreement will be governed by the laws of the State of New York, United States of America.

Authority. You represent and warrant that you have the full legal right and authority to enter into this Agreement on behalf of GRANTEE.

Entire Agreement. This agreement constitutes the entire understanding between GRANTEE and RPA/100RC with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any modification of this agreement must be in writing, signed by RPA/100RC and GRANTEE. On behalf of RPA/100RC, may I extend every good wish for the success of your work.

Sincerely,

Date:

Walter Sweet
Vice President
Rockefeller Philanthropy Advisors, Inc.

The undersigned organization agrees to the terms and conditions set forth in this letter.

GRANTEE

Signed:

| | |
|--------|--|
| Name: | |
| Title: | |
| Date: | |

Addendum 1: City Commitment, Milestones, and Deliverable Schedule

| Deliverable | Due Date |
|---|--|
| Signed Grant Agreement | February 28, 2014 |
| <ol style="list-style-type: none"> 1. City will ensure grant is executed 2. City will appoint High level Resilience Grant Coordinator 3. Mayor or equivalent will commit and ensure participation of high level City officials 4. City will coordinate with 100RC all press activity around resilience building during time grant is active | |
| Hire and Empower Chief Resilience Officer (CRO) | May 2014 |
| <ol style="list-style-type: none"> 1. City will hire a CRO into a prominent leadership position with the full support and authority of the Mayor. The CRO's role will include: <ol style="list-style-type: none"> a. Establish a compelling vision for resilience and lead City dialogue around resilience b. Drive the development of a resilience strategy c. Serve as primary point of contact for the 100RC network and platform partners d. Be a productive peer contributor in the 100RC network 2. City will formally announce CRO and establish role within City. 3. City will support the CRO in coordinating and convening resources to drive implementation of the strategy. | |
| Phase 1 Resilience Strategy | Summer 2014 |
| <ol style="list-style-type: none"> 1. City will support CRO in working with 100RC and selected vendor to develop a Phase 1 Resilience Strategy 2. City will complete Phase 1 Resilience Strategy 3. City shares publically Phase 1 Resilience Strategy | |
| Semi-Annual Reporting | Annually June 30 & December 31 During Life of Grant |
| <ol style="list-style-type: none"> 1. Fiscal Report - City will provide a complete and accurate record of how grant monies were spent. 2. Progress Report - City will complete an overview of progress in the 100RC program. RM will provide format and reporting requirements each May and November. The reports will include, but are not limited to, the following topics: <ol style="list-style-type: none"> a. Impact of CRO to the City b. Progress on publicly announced resilience activities c. Status of design and implementation of Resilience Strategy d. Use of platform tools and services | |
| Access and Use 100RC Platform of tools and services | Available Spring 2014 |
| 100RC will make Platform tools available to member Cities starting in Spring of 2014. | |