



**City and County of San Francisco**  
Mayor's Office of Housing and Community Development  
1 South Van Ness Avenue, 5<sup>th</sup> 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](mailto: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**

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**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, 5<sup>th</sup> 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

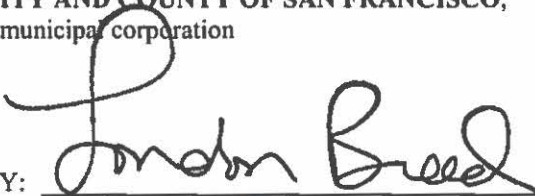
\*\*The Grant amount is contingent on the availability of funds from the Funding Source as allocated and approved by the Mayor and the Board of Supervisors. MOHCD reserves the right to make necessary correction and adjustment to the Grant Amount if there are errors or discrepancies.

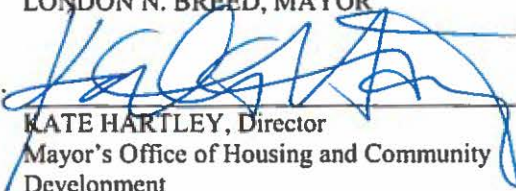


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BY:   
LONDON N. BREED, MAYOR

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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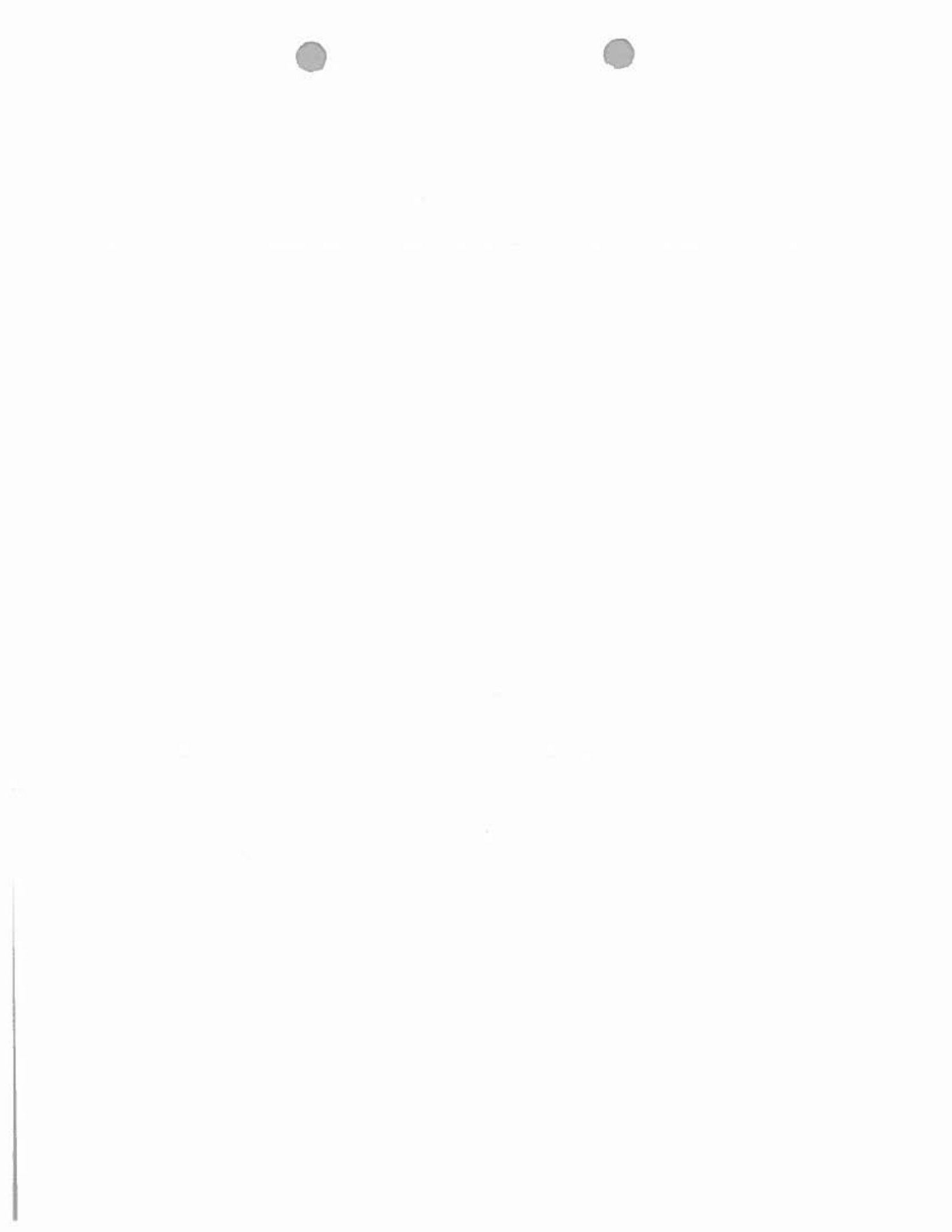
**Appendix A**

**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:**

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

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### 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

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#### 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

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#### 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).

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

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**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

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**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**

<b>Total Grant Award</b>	<b>Currently Budgeted Amount</b>
\$150,000.00	\$150,000.00

**(+) (-) Summary**

**Budget Summary**

<b>Line Item</b>		<b>Total</b>
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
<b>Total</b>	<b>\$150,000.00</b>

**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**

<b>Salary Total</b>	<b>Total Amount</b>
<b>SALARY TOTAL</b>	<b>\$95,453.00</b>





**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**

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<b>Fringe Total</b>	<b>\$33,537.00</b>
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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.

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<b>Telecommunications Total</b>	<b>\$2,499.00</b>
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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.



<b>Utilities Total</b>	<b>\$811.00</b>
<b>Supplies</b>	
<b>Description</b>	<b>Total Amount</b>
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).

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<b>Supplies Total</b>	<b>\$809.00</b>
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**Other**

<b>Description</b>	<b>Total Amount</b>
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

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<b>Other Total</b>	<b>\$820.00</b>
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**Indirect Costs**

<b>Description</b>	<b>Total Amount</b>
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.

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<b>Indirect Costs Total</b>	<b>\$16,071.00</b>
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