

File No. 240647

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Appropriations Committee Date June 24, 2024

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date June 14, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - Japanese Community Youth Council - Opportunities for All - Not to
2 Exceed \$43,214,178]

3 **Resolution retroactively authorizing the Human Rights Commission to execute a Grant**
4 **Agreement between the City and County of San Francisco and Japanese Community**
5 **Youth Council, Inc., for the Opportunities for All-YouthWorks program for a total**
6 **contract amount not to exceed \$43,214,178 and an initial term of five years**
7 **commencing on June 10, 2024, through June 30, 2029, with no option to extend the**
8 **term.**

9
10 WHEREAS, The Opportunities for All (OFA)-YouthWorks program provides critical
11 youth workforce development services, ensuring that San Francisco's youth are ready for
12 college, work, and productive adulthood; and

13 WHEREAS, The Department of Children, Youth, and Their Families (DCYF) has
14 historically administered the OFA program in partnership with the Human Rights Commission
15 (HRC); and

16 WHEREAS, During the Budget and Finance Committee hearing on October 25, 2023, it
17 was recognized that the management of the Opportunities for All (OFA) program faced
18 several administrative and fiscal challenges, highlighting the need for improved coordination
19 and oversight; and

20 WHEREAS, DCYF and HRC have agreed for HRC to take over the fiscal
21 administration and oversight of the OFA-YouthWorks program, as part of a strategic initiative
22 to centralize program and administrative management and ensure effective delivery of
23 services and fiscal integrity; and

1 WHEREAS, DCYF intends to provide necessary support and assistance to HRC during
2 the transition period to ensure a smooth and effective transfer of fiscal and program
3 administration responsibilities for the OFA-YouthWorks program; and

4 WHEREAS, DCYF issued a Request for Proposals (RFP) for Opportunities for All-
5 YouthWorks for the 2024-2029 grant cycle, resulting in the award of the contract to the
6 identified Japanese Community Youth Council (JCYC); and

7 WHEREAS, JCYC will administer OFA-YouthWorks by coordinating work-based
8 learning placements, providing job readiness training, ensuring cultural competence, and
9 supporting youth with financial empowerment and leadership development.

10 WHEREAS, Through the RFP process, JCYC has been awarded the following
11 amounts for the OFA-YouthWorks program over the next five fiscal years (FY2024-2025
12 through FY2028-2029):

- 13 FY 2024/25: \$8,139,588
- 14 FY 2025/26: \$8,383,776
- 15 FY 2026/27: \$8,635,289
- 16 FY 2027/28: \$8,894,348
- 17 FY 2028/29: \$9,161,178

18 Total Cycle Award Amount: \$43,214,178; and

19 WHEREAS, The Charter, Section 9.118, requires that agreements entered into by a
20 department or commission requiring anticipated expenditures of 10 million dollars or more be
21 approved by the Board of Supervisors; and

22 WHEREAS, The bulk of the OFA-YouthWorks program is summer work-based learning
23 for youth and begins in June 2024, prior to the start of the City’s fiscal year, and JCYC must
24 incur expenditures in June 2024 for program covered under this Grant Agreement; and
25

1 WHEREAS, To cover summer program expenditures and set the OFA-YouthWorks
2 program on a path towards improvement, HRC desires to retroactively enter into the Grant
3 Agreement with JCYC for a term from June 10, 2024, through June 30, 2029, in a total
4 amount not to exceed \$43,214,178 to provide San Francisco youth with meaningful work-
5 based learning opportunities in city government and private sector agencies, focusing on job
6 skill development, financial empowerment, and leadership training; and

7 WHEREAS, A draft of the final form Grant Agreement is on file with the Clerk of the
8 Board of Supervisors in File No. 240647, which is hereby declared to be a part of this
9 Resolution as set forth fully herein; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
11 of HRC (“Director”) or their designee to retroactively enter into the Grant Agreement with
12 JCYC for a total not to exceed amount of \$43,214,178 for a five-year period from June 10,
13 2024, through June 30, 2029, with the understanding that any necessary adjustments will be
14 managed collaboratively by HRC and DCYF to ensure fiscal prudence and program integrity;
15 and, be it

16 FURTHER RESOLVED, That the DCYF shall provide necessary support and
17 assistance to the HRC during the transition period to ensure a smooth and effective transfer of
18 fiscal and program administration responsibilities for the OFA-YouthWorks program; and

19 FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully
20 executed by all parties, the Human Rights Commission shall provide the final Grant
21 Agreement to the Clerk of the Board for inclusion into the official file.

Item 6 File 24-0647	Department: Human Rights Commission (HRC)
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would retroactively approve a grant agreement between Japanese Community Youth Council and the Human Rights Commission for the Opportunities for All-YouthWorks program for a five-year term beginning June 10, 2024 through June 30, 2029 and a not to exceed amount of \$43,214,178. The department is seeking retroactive approval because the majority of the programming occurs in the summer beginning in June 2024.

Key Points

- Opportunities for All connects young people to paid employment, mentorship, and job training services. The YouthWorks program is a year-round program that places 11th and 12th grade high school students in paid internships in City departments. The Japanese Community Youth Council (JCYC), the current service provider, was selected through a competitive process to continue providing services under the two programs, which are combined under the proposed agreement. Programming will include summer internships, pre-employment and leadership training, and school-year internships. Across all internship programs, the number of unduplicated clients served is 2,100 annually
- The Department of Children, Youth, and Their Families previously administered the YouthWorks program and jointly administered the Opportunities for All program with the Human Rights Commission (HRC) under separate grant agreements. However, HRC is assuming responsibility for the two programs to centralize program management in light of administrative and fiscal challenges of the Opportunities for All program.

Fiscal Impact

- The not to exceed amount of \$43,214,178 is based on an annual budget of \$8.1 million in FY 2024-25 and three-percent annual increases. In FY 2024-25, HRC staff anticipate that \$1.7 million in funding would come from the General Fund with the remaining \$6.4 million coming from State grant funding.

Policy Consideration

- The grant budget appears reasonable but is increasing for the Opportunities for All program compared to the existing grant to backfill private fundraising sources and fully fund the program going forward.
- The City Services Auditor will audit the Opportunities for All program in FY 2024-25 due to administrative and fiscal challenges of the program.

Recommendation

- Approval of the proposed resolution is a policy matter for the Board of Supervisors.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Opportunities for All and YouthWorks Programs

Opportunities for All is an initiative launched by Mayor London Breed in 2018 to connect young people ages 13 to 24 in San Francisco to paid employment, mentorship, and job training services. The goal is to provide a workforce opportunity, through summer internships and other programming, to every interested young person in San Francisco. This program differs from the Mayor's Youth Employment and Education Program, which provides internships but primarily serves high school freshman and sophomores.

The YouthWorks program is a year-round program that places 11th and 12th grade San Francisco high school students in paid internships in City departments.

The Japanese Community Youth Council provides services under the two programs, as well as other college access and preparation programs. The Department of Children, Youth, and Their Families previously administered the YouthWorks program and jointly administered the Opportunities for All program with the Human Rights Commission (HRC) under separate grant agreements. However, HRC is assuming responsibility for the two programs to centralize program management in light of program data validity and an apparent lack of disbursement, as discussed at an October 2023 Budget and Finance Committee meeting. Going forward, the grant agreement will be held by the Human Rights Commission, rather than by DCYF, and HRC will be responsible for performance monitoring.

Procurement

In August 2023, the Department of Children, Youth, and Their Families (DCYF) issued a Request for Proposals (RFP) for the 2024 through 2029 funding cycle. The YouthWorks and Opportunities for All programs were solicited under the Youth Workforce Development Strategy initiative in the RFP. Japanese Community Youth Council submitted a proposal for the Opportunities for All – YouthWorks program within the Youth Workforce Development Service Area and was selected to receive funding based on review by a selection panel.¹ JCYC was one of three organizations to submit proposals for this initiative, and the JCYC proposal received an average score of 85.1 out of 100 points possible compared to scores of 84.1 and 78.0 for the other two proposals, which

¹ The selection panel consisted of a DCYF Senior Program Specialist, the San Francisco Unified School District Head of Student and Services Division, and the Walter & Elise Haas Fund Program Lead.

both proposed programming for subpopulations of the Opportunities for All program. The other two proposals did not receive funding according to HRC staff.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve a grant agreement between Japanese Community Youth Council and the Human Rights Commission for the Opportunities for All-YouthWorks program for a five-year term beginning June 10, 2024 through June 30, 2029 and a not to exceed amount of \$43,214,178. According to the proposed resolution, the department is seeking retroactive approval because the majority of the programming occurs in the summer beginning in June 2024.

Scope of Services

The proposed agreement combines two related programs, Opportunities for All and YouthWorks, under the same scope of services. Programming will include summer internships, pre-employment and leadership training, and school-year internships. The YouthWorks summer internships are with City departments and are up to 20 hours per week for seven weeks (250 youth served annually). YouthWorks school-year internships are up to 10 hours per week for 29 weeks (150 youth served). The Opportunities for All summer internships are for up to 20 hours per week for six weeks (1,500 youth served). Across all internship programs, the number of unduplicated clients served is 2,100 annually, which reflects a 24 percent reduction compared to contracted levels under the existing contracts (2,760). According to HRC staff, the reduction in unduplicated clients served is to be consistent with the actual number of youths served in the program in 2023.

Performance

According to HRC staff, HRC the OFA Program Director at HRC will be responsible for program monitoring. In addition, HRC staff will coordinate with 11 City staff overseeing youth internships for participating youth.

According to performance measures in the proposed agreement, program performance will be assessed based on service levels and activities compared to contracted levels, grantee financial health and participation in various trainings and HRC’s program quality assessment process, and survey responses of program participants, such as the percent of respondents that report developing education or career goals, financial literacy, or job search skills and report having a caring adult in the program.

Select performance measures for FY 2022-23 are shown in Exhibit 1 below.

Exhibit 1: FY 2022-23 Select Performance Measures

Measure	YouthWorks	OFA
Number of participants served as a percentage of the program's projected number of participants	107% (364/340)	77% (2,218/2,360)
Percent of participants who completed a work-based learning experience lasting at least one month.	98%	87%
Percent of participants who completed a work-based learning experience lasting at least one month and were provided with follow-up support for at least three months.	38%	0%
Percent of surveyed participants who report that an <u>adult in the program understood and really cared about them</u> .	63%	No data
Percent of surveyed participants who report developing <u>education or career goals</u> and understanding the steps needed to achieve their goals as a result of the program.	55%	No data
Percent of surveyed participants who report developing <u>job search skills</u> , such as resume writing and interviewing, as a result of the program.	60%	No data
Percent of surveyed participants who report developing <u>financial literacy skills</u> , such as opening a bank account and making a budget, as a result of the program.	50%	No data

Source: DCYF

Fiscal and Compliance Monitoring

DCYF completed fiscal and compliance monitoring of JCYC for FY 2023-24. According to a June 2024 letter, there were no findings.

FISCAL IMPACT

The proposed agreement has a not to exceed amount of \$43,214,178, which does not include a contingency. The five-year grant agreement budget, which includes three percent annual increases, is provided in Exhibit 2 below.

Exhibit 2: Grant Agreement Budget

Year	Amount
FY 2024-25	\$8,139,558
FY 2025-26	8,383,776
FY 2026-27	8,635,289
FY 2027-28	8,894,348
FY 2028-29	9,161,178
Total	\$43,214,148

Source: Proposed Agreement

Note: totals may not add due to rounding

The FY 2024-25 budget is approximately \$8.1 million, which includes \$4.0 million for youth staff salaries and \$810,000 in youth stipends for 500 interns. The hourly wage for interns and fellows is between \$18.93 and \$22.00 per hour. The FY 2024-25 budget is shown in Exhibit 3 below. The total amount varies slightly from Exhibit 2.

Exhibit 3: FY 2024-25 Budget

	Amount	% of Total
Adult Staff (15.6 FTE)	\$1,037,197	13%
Youth Staff (Interns) (99.1 FTE; 2,100 participants)	3,953,160	49%
Fringe Benefits	814,610	10%
<i>Subtotal, Salaries & Benefits</i>	<i>5,804,967</i>	<i>71%</i>
Materials and Supplies	35,790	0%
Other Program Expenses*	996,496	12%
Administrative**	1,302,334	16%
Total	\$8,139,587	100%

Source: Proposed Agreement

*Other program expenses include \$810,000 in youth stipends, \$75,125 for JCYC WorkHub Occupancy, and \$111,371 for various expenses such as food, communication, equipment, and training

**Administrative expenses include salaries and benefits for executive, fiscal, and other non-program staff that support the program, contracts for IT, management support, and payroll services, rent, insurance, and other expenses

Sources of Funding

The proposed agreement will be funded by the State CaliforniansForAll grant and the General Fund. In FY 2024-25, HRC staff anticipate that \$1.7 million in funding would come from the General Fund with the remaining \$6.4 million coming from State grant funding.

POLICY CONSIDERATION

Increase in Grant Budget to Centralize Program Funding

The grant budget is increasing for the Opportunities for All program compared to the existing grant to backfill private fundraising sources and fully fund the program going forward. The budget appears reasonable. However, the proposed FY 2024-25 grant budget is significantly greater than the FY 2023-24 budgets under the existing grants because the Opportunities for All program has historically been funded by additional sources not reflected in the grant agreement. The FY 2024-25 budget of \$8.1 million is more than \$2.7 million greater than the FY 2023-24 budget across both programs under the existing agreements. According to HRC staff, the existing DCYF agreement is insufficient to fund the Opportunities for All program, as the program was also funded by other sources, including private fundraising, in FY 2023-24. In addition, funding from the proposed contract is needed to pay expenditures in June 2024 although June 2024 is included in the term of the existing agreement. HRC staff could not provide details on the other sources of funds in time for this report.

Controller’s Audit

Due to discrepancies in the number of participants reported for the Opportunities for All Program and an apparent insufficient control of fund disbursement, the Budget and Legislative Analyst recommended in October 2023 that the Board of Supervisors request that the Controller’s Office undertake a financial audit of the existing grant. According to the City Services Auditor, the review will take place in FY 2024-25. Because the audit has not yet occurred, approval of the proposed resolution is a policy matter for the Board of Supervisors.

RECOMMENDATION

Approval of the proposed resolution is a policy matter for the Board of Supervisors.

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

JAPANESE COMMUNITY YOUTH COUNCIL (JCYC)

THIS GRANT AGREEMENT (“Agreement”) is made as of **JUNE 10, 2024** in the City and County of San Francisco, State of California, by and between **Japanese Community Youth Council (JCYC)** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Human Rights Commission (HRC).

RECITALS

WHEREAS, Grantee has applied to the Department of Children, Youth, and Their Families (DCYF) for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows: DCYF 2024-2029 Request for Proposals : All Youth Are Ready For College, Work and Productive Adulthood; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Opportunities For All - YouthWorks**; and

WHEREAS, the Opportunities for All (OFA) program administration has historically been a joint partnership between DCYF and HRC; and

WHEREAS, DCYF and HRC have agreed that HRC will take over the OFA program and assume the role of grantor and contract signatory of this Agreement (as defined herein); and

WHEREAS, DCYF will provide support to HRC during the first year of this Agreement as follows: DCYF will be signing as “Recommended By”. HRC is following the recommendation of DCYF to assume the role of grantor and contract signatory. DCYF will provide staffing support for fiscal administration.

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

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

(a) “**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.

- (b) “**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 with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**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.
- (q) “**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 Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean

approved by, or acceptable to, or satisfactory to the Department. 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 13.

1.3 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 17.2. 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

2.1 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.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

2.3 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.

2.4 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.

2.5 Maximum Costs. 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 services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds 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. 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.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on **JUNE 10, 2024** and expire on **JUNE 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan 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, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 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 in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee 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. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) 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; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; 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 Grant Plan 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.

(e) 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 Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **FORTY-THREE MILLION, TWO-HUNDRED FOURTEEN THOUSAND, AND ONE-HUNDRED SEVENTY-EIGHT Dollars (\$43,214,178)**

Funding for year 1, which will commence June 10, 2024 through June 30, 2025 will be **EIGHT MILLION ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS (\$8,139,588)**;

Funding for year 2, which will commence July 1, 2025 through June 30, 2026 will be **EIGHT MILLION THREE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS (\$8,383,776) (\$8,139,588 plus \$244,188 CODB)**;

Funding for year 3, which will commence July 1, 2026 through June 30, 2027 will be **EIGHT MILLION SIX HUNDRED THIRTY NINE THOUSAND TWO HUNDRED EIGHTY NINE DOLLARS (\$8,635,289) (\$8,383,776 plus \$251,513 CODB)**;

Funding for year 4, which will commence July 1, 2027 through June 30, 2028 will be **EIGHT MILLION EIGHT HUNDRED NINETY FOUR THOUSAND THREE HUNDRED FORTY EIGHT DOLLARS (\$8,894,348) (\$8,635,289 plus \$259,059 CODB)**;

Funding for year 5, which will commence July 1, 2028 through June 30, 2029 will be **NINE MILLION ONE HUNDRED SIXTY ONE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$9,161,178) (\$8,894,348 plus \$266,830 CODB)**.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

5.4 State or Federal Funds

(a) Disallowance. 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 Eligible 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 or under any other Agreement. 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.

(b) Reserved. (Grant Terms)

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, 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 8.1.

6.3 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 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 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 6.5. 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 6.

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 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 Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 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.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 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:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, 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.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, 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.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, 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 Grant Plan.

8.7 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 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

9.2 Duty to Defend; Notice of Loss. Grantee 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 Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 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 9.1, 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.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or

omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the

term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.

Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Reserved. (Worker's Compensation)

10.10 Insurance Waiver. Any of the terms or conditions of this Article 10 may be waived by the City's Risk Manager in writing, signed by the Risk Manager, and attached to this Agreement as Appendix F. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

**ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES**

11.1 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, in any Funding Request 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 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(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) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(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.

11.2 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) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City 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, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 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 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals 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 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 covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements

thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 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.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that 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 subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 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 Grant Plan 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.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department 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.

14.3 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 14.3 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 determine 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 15
NOTICES AND OTHER COMMUNICATIONS**

15.1 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 may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

If to the Department or City: **HUMAN RIGHTS COMMISSION
25 VAN NESS AVENUE, SUITE 800
SAN FRANCISCO, CA 94102
Attn: SHERYL DAVIS**

If to Grantee: **JAPANESE COMMUNITY YOUTH COUNCIL
2012 PINE STREET
SAN FRANCISCO, CA, 94115
Attn: JON OSAKI**

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Grantee does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 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.

16.5 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.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person

protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco 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"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. 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 the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the 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 City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Working with Minors. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee has read and agrees to 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,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

(b) The requirements of Article 142 shall only apply to a Grantee’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall 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.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

16.20 Reserved.

16.21 Compliance with Other Laws.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of 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.

(b) Grantee represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

ARTICLE 17 MISCELLANEOUS

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

17.2 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.

17.3 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, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 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.

17.5 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.

17.6 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 appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Insurance Waiver

17.7 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.

17.8 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.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, 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 9, 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.

17.10 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 4.3 Ownership of Results.	Article 12 Disclosure of Information and Documents
Section 6.4 Financial Statements.	Section 13.4 Grantee Retains Responsibility.
Section 6.5 Books and Records.	Section 14.3 Consequences of Recharacterization.
Section 6.6 Inspection and Audit.	This Article 17 Miscellaneous
Section 6.7 Submitting False Claims; Monetary Penalties	
Article 7 Taxes	
Article 8 Representations and Warranties	
Article 9 Indemnification and General Liability	
Section 10.4 Required Post-Expiration Coverage.	

17.11 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.

17.12 Reserved. (Dispute Resolution Procedure)

17.13 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.

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, 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 corporations 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

GRANTEE:

By:

**JAPANESE COMMUNITY YOUTH
COUNCIL (JCYC)**

Sheryl Evans Davis, HRC Executive
Director

By: _____

John Osaki
Executive Director
Federal Tax ID #: 23-7092514
City Supplier Number: 0000003238

Recommended By:

Maria Su, DCYF Executive Director

Approved as to Form:

David Chiu
City Attorney

By: _____

Sarah L. Fabian
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

(a) paid by Grantee prior to the submission of the applicable Funding Request [*or, if advances are permitted: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request*];

(b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(c) operating (as opposed to capital) expenses;

(d) within the scope of the applicable Budget line item; and

(e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

(1) net salaries and wages

(2) rent or related fees for equipment, performance or meeting halls or studios;

(3) telephone charges, stationery and office supplies; and

(4) advertising and publicity costs.

(5) program and event snacks, meals and beverages

(6) program related transportation expenses for program participants to travel for program meetings, professional development and transportation supplies and materials as needed.

Eligible Expenses shall specifically *exclude*:

(1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;

(2) capital expenses;

(3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;

(4) penalties, late charges or interest on any late payments; or

(5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean SEE WORK PLAN BELOW.

Work Plan

Agency Name: **Japanese Community Youth Council (JCYC)**

Program Name: **Opportunities For All- Youthworks**

Program Description

Opportunities for All/SF YouthWworks will employ 2,250 youth throughout the school year and summer sessions. Participants with limited or no experience will be placed in beginner cohorts. Beginner cohorts will engage in basic work readiness curricula that build a foundation of employment skills while acquiring required work documents. Participants with prior employment will be placed in the high-experience cohorts and placed in City departments, private companies, and nonprofits, where participants will engaged in work-based learning opportunities. During the school year, youth work 4-10 hours a week for approximately 27 weeks. During the summer, youth work 16-20 hours a week for 6-8 weeks. All youth are assigned to a direct service staff member who support participants throughout their involvement in the program and provide proactive intervention to address any issues that arise at worksites.

JCYC will implement the OFA-YW Initiative, designed to provide meaningful work-based learning opportunities for San Francisco youth within city government and private sector agencies. This program aims to expose participants to public service careers while developing essential job skills. JCYC will establish a cohort of youth to foster peer bonding, teamwork, and sustainable adult support. A curriculum-based approach will be utilized to achieve specific skill-building goals, incorporating lesson plans and opportunities for practice and reflection. JCYC will also collaborate with city government agencies and the private sector to determine and coordinate work-based learning placements, which can include job shadowing, internships, and work experiences.

To ensure program success, JCYC will prioritize culturally competent practices and have a robust payroll infrastructure to support participants' financial empowerment. They will provide job readiness training focusing on interpersonal skills, job-search skills, financial literacy, and necessary documentation. JCYC will recruit, train, and support worksites, ensuring ongoing participant retention and performance reflection. They will also facilitate enrollment into the WorkforceLinkSF App, support undocumented/immigrant youth, and provide transition planning and follow-up support for at least three months post-program. Additionally, JCYC will offer youth leadership development opportunities, emphasizing the importance of educational decisions on career goals.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date
06/10/2024

Program End Date
6/30/2029

Months Services Will Be Provided

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> July | <input checked="" type="checkbox"/> October | <input checked="" type="checkbox"/> January | <input checked="" type="checkbox"/> April |
| <input checked="" type="checkbox"/> August | <input checked="" type="checkbox"/> November | <input checked="" type="checkbox"/> February | <input checked="" type="checkbox"/> May |
| <input checked="" type="checkbox"/> September | <input checked="" type="checkbox"/> December | <input checked="" type="checkbox"/> March | <input checked="" type="checkbox"/> June |

Total Number of Weeks in a Year Program Services Will Be Provided

52

Days in a Typical Week Program Services Will Be Provided

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	400 Youth Per Year	1350 Youth Per Year	350 Youth Per Year
Total Unduplicated Participants:	2100 Per Year			

Programming

- Name:** San Francisco YouthWorks Summer Internship
Service Description: 10 hours of pre-employment training, followed by 7 weeks of internship period (up to 20 hours/week) including 8 hours of workshops on money management and resumes. Internships will be at San Francisco City Departments; approximately 250 youth will be served.
- Name:** Opportunities For All Summer Internship
Service Description: 6 weeklong paid internship for up to 20 hours/week. Approximately 1,500 youth will be served.
- Name:** Opportunities For All Learning Cohorts
Service Description: Work-based learning opportunity targeting 12-14 year olds as well as 15-16 year old youth who are new to the workforce. Approximately 500 youth will be served.
- Name:** Opportunities For All Fellow
Service Description: Leadership focused learning opportunities that support the implementation of the program. 45 youth will be served.
- Name:** San Francisco YouthWorks School-year Internship
Service Description: 10 hours of pre-employment training, followed by 29 weeks of internship period (up to 10 hours/week) including weekly workshops on money management, life skills development, and transition planning. Internships will be at San Francisco City Departments and be pathways for employment within City Departments. Approximately 150 youth will be served.
- Name:** San Francisco YouthWorks Leadership Training
Service Description: 10 hours of pre-employment training, followed by 45 weeks of program leadership development (10-20 hours/week) that includes support program interns career planning and skill development. Approximately 5 youth will be served.

Job Placements

Name: Worksite Placement
 Type: Internship
 Projected Number of Placements: 2100
 Service Description: Youth who complete their required pre-employment training will be placed at a vetted worksite to work 10 hours/week (School Year) or 20 hours/week (Summer). The Worksite Supervisor will mentor and supervise the youth while they gain work experience and on the job training.

Budget

Fiscal Year	Budget Amount
2024/25	\$8,139,558
2025/26	\$8,383,776 (\$8,139,588 plus \$244,188 CODB)
2026/27	\$8,635,289 (\$8,383,776 plus \$251,513 CODB)
2027/28	\$8,894,348 (\$8,635,289 plus \$259,059 CODB)
2028/29	\$9,161,178 (\$8,894,348 plus \$266,839 CODB)
TOTAL	\$43,214,178

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

SERVICE CONTINUITY AND BUDGET ADJUSTMENT CLAUSE:

Throughout the term of this Agreement, the Japanese Community Youth Council (JCYC) will be performing the same consistent yearly services as outlined herein. Furthermore, the annual budget has been adjusted to account for increases in the Cost of Doing Business (CODB).

2024-2025 Budget

This budget is for the program year 1. Program year 2-5 budgets will follow the same allocation but escalated by an assumed a Cost of Doing Business (CODB) amount.

Summary	
Adult Staff	\$1,037,197.2
Youth Staff (Interns)	\$3,953,160.24
Fringe	\$814,610.25
Materials and Supplies	\$35,790

Other Program Expenses	\$996,496.27
Administrative	\$1,302,334.08
Total	\$8,139,588.04

Adult Staff

Role	Title		
Executive/Senior Leadership	Senior Director of Workforce Programs - AW		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	80.77	1040	84000
Roles & Responsibilities			
Oversees implementation of all JCYC Workforce Programs, supervises department Associate Directors and Managers, ensures JCYC and Funder programmatic goals and service targets are achieved.			

Role	Title		
Program Manager	Associate Director of OFA and Special Projects APS		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	43.39	1976	90250
Roles & Responsibilities			
Co-leads the day-to-day implementation of Opportunities for All as well as other specialized work-based learning projects.			

Role	Title		
Program Manager	Associate Director of YW and OFA -NR		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	42.788	2080	89000
Roles & Responsibilities			
Directs the day-to-day implementation of San Francisco YouthWorks and co leads the implementation of Opportunities for All.			

Role	Title		
Support Staff	OFA Fellow Manager and Partner Specialist TBH		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	26	2080	54080
Roles & Responsibilities			
Liaison between JCYC and OFA and program hosts sites. Works directly with Lead Staff to coordinator direct service. Works closely with AD and partners to support with work documents and fellows and senior fellows.			

Role	Title		
Direct Service Provider	OFA Intern Specialist		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	27	2080	56160
Roles & Responsibilities			
Support the learning and development of interns.			

Role	Title		
Support Staff	Data and Payroll Specialist		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	26	2080	54080
Roles & Responsibilities			
Support with logistics, database and reporting, participant admin, and youth payroll.			

Role	Title		
Direct Service Provider	Senior Employment Coordinator- LG		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	31.86	2080	66276
Roles & Responsibilities			
Maintains a caseload of youth participants, and is responsible for recruiting youth for participation, matching each youth with an appropriate internship, training groups of youth on topics relating to job readiness and career awareness.			

Role	Title		
Direct Service Provider	Employment Coordinator- GZ		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	28.94	2080	60191
Roles & Responsibilities			
Maintains a caseload of youth participants, and is responsible for recruiting youth for participation, matching each youth with an appropriate internship, training groups of youth on topics relating to job readiness and career awareness.			

Role	Title		
Direct Service Provider	Employment Coordinator- LF		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	26.44	2080	55000
Roles & Responsibilities			
Maintains a caseload of youth participants, and is responsible for recruiting youth for participation, matching each youth with an appropriate internship, training groups of youth on topics relating to job readiness and career awareness.			

Role	Title		
Direct Service Provider	Employment Coordinator - EC		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	26.59	2080	56000
Roles & Responsibilities			
Maintains a caseload of youth participants, and is responsible for recruiting youth for participation, matching each youth with an appropriate internship, training groups of youth on topics relating to job readiness and career awareness.			

Role	Title		
Direct Service Provider	Employment Coordinator - GCC		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	26,44	2080	55000
Roles & Responsibilities			
Maintains a caseload of youth participants, and is responsible for recruiting youth for participation, matching each youth with an appropriate internship, training groups of youth on topics relating to job readiness and career awareness.			

Role	Title		
Support Staff	Office Administrator- AM		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	31.73	1040	33000
Roles & Responsibilities			
Directs the JCYC Workforce Admin and Logistics Team, which is comprised of all Department support staff. Responsible for all Administrative tasks.			
Role	Title		
Support Staff	Inclusion Specialist - KH		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	27.86	1040	29000
Roles & Responsibilities			
A member of the JCYC Workforce Admin and Logistics Team whose focus is to increase accessibility to programming and improve outcomes. The Inclusion specialist works to bridge the language and learning capacity of the interns with program content.			

Role	Title		
Support Staff	Partnerships and Engagement Manager - TBH		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	31.50	624	19656
Roles & Responsibilities			
Oversees communication with stakeholders, organizes work-based learning events, develops and manages worksite partnerships.			

Role	Title		
Support Staff	Partnerships and Engagement Specialist -LB		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	25.48	624	15900
Roles & Responsibilities			
Supports communication with stakeholders, the organization of work-based learning events, and manages the administration of worksite partnerships.			

Role	Title		
Support Staff	Operations Support Specialist - AF		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	28.84	1040	30000
Roles & Responsibilities			
Supports the data management of participant onboarding and participation.			

Role	Title		
Support Staff	Senior Program Assistant- MA		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	40	50	2000
Roles & Responsibilities			
Support Salesforce database development.			

Role	Title		
Support Staff	Senior Program Assistant- CCP		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	30	15	450
Roles & Responsibilities			
Support service reporting to funders.			

Role	Title		
Support Staff	Program Assistant - EL		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	25	1305	32625
Roles & Responsibilities			
Supports the data management of participant onboarding.			

Role	Title		
Support Staff	Program Assistant - JA		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	25	1305	32625
Roles & Responsibilities			
Supports the data management of participant onboarding.			

Role	Title		
Support Staff	Program Assistant - FF		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	23	1305	30015
Roles & Responsibilities			
Supports the data management of worksite onboarding.			

Role	Title		
Support Staff	Program Assistant - MV		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	21	1302	27342
Roles & Responsibilities			
Supports the data management of participant onboarding.			

Role	Title		
Support Staff	Program Assistant – HF		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
1	24	600	14407.2

Roles & Responsibilities
Supports the data management of participant onboarding and participation.

Role	Title		
Support Staff	Temp Summer Assistants		
# of Positions	Hourly Wage	Yearly Hours	Total Pay
5	23	436	50140
Roles & Responsibilities			
Supports the data management of participant onboarding for the summer.			

Total Adult Staff	\$1,037,197.20
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Youth Staff (Interns)

Title/ Position				
Summer 2024 Opportunities For All Intern				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
1371	\$18.93	15.11	6	\$2,352,901.70
Roles & Responsibilities				
Summer intern.				

Title/ Position				
Summer 2024 San Francisco YouthWorks Intern				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
204	\$18.93	17	5	\$328,246.20
Roles & Responsibilities				
High school Intern place at City Department.				

Title/ Position				
Opportunities For All Fellow				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
42	22	14.09	26	\$338553.6
Roles & Responsibilities				
Program Interns that support program implementation.				

Title/ Position				
San Francisco YouthWorks Youth Leader (YLT)				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
5	\$19.70	9.25	52	\$47,378.5
Roles & Responsibilities				
Program Interns that support program implementation.				

Title/ Position				
School Year 2024-2025 San Francisco YouthWorks Intern				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
150	\$18.93	8.5	30	\$724072.5
Roles & Responsibilities				
High school Intern place at City Department.				

Title/ Position				
Summer 2025 San Francisco YouthWorks Intern				
# of Positions	Hourly Wage	# Hours/Wk	# Weeks/Year	Total Pay
250	18.93	17	2	160905
Roles & Responsibilities				
High school Intern place at City Department.				

Total Youth Staff (Interns)	\$3,953,160.24
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Fringe Benefits

Item	Amount
Adult F.I.C.A.	\$79,345.59
Describe cost and show calculation	
7.65% of Total Adult Wages (\$1,037,197.20)	

Item	Amount
Youth Intern F.I.C.A.	\$286,600.25
Describe cost and show calculation	
7.65% of Total Intern Wages (\$3,746,408.52)	

Item	Amount
Health Insurance	\$238,835.71
Describe cost and show calculation	
Cost of Medical, Dental, Vision, Life/Ltd. \$913/mo x 12.55 FTE x 12 +(HCSO) 28871.2H x \$3.51	

Item	Amount
Worker’s Compensation	\$105,715.67
Describe cost and show calculation	
2% of Total Wages (\$4,7987,589.72)	

Item	Amount
Retirement	\$50,855.58
Describe cost and show calculation	
6% of Adult Salary Wages \$847,593	

Item	Amount
SUI/SDI	\$14931
Describe cost and show calculation	
7000*.027*79 qualified staff.	

Total Fringe Benefit	\$814,610.25
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Materials & Supplies

Item	Amount
Office supplies	\$12,000
Describe cost and Show calculations	
General office supplies, pens, paper, folders, toner \$1,000 x 12 Months	

Item	Amount
Postage	\$990
Describe cost and Show calculations	
Postage for mailing check \$82.50 x 12 Months	

Item	Amount
Printing	\$8,400
Describe cost and Show calculations	
Publications to be used for workshops including the cost of copies. \$700 x 12 Months	

Item	Amount
Program Supplies	\$14,400
Describe cost and Show calculations	
Materials for participants during meetings and trainings \$1,200 x 12 Months	

Total Material and Supplies	\$35,790
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Other Program Expenses

Item	Amount
Staff Training	\$6,000
Describe cost and Show calculations	
Workshop registration and training fees, staff team building. \$500 x 12 Months	

Item	Amount
Participant Training	\$6000
Describe cost and Show calculations	
Training and teambuilding for OFA Fellows and YouthWorks YLT. \$500 x 12 Months	

Item	Amount
Dues, Memberships & Subscriptions	\$28571.43
Describe cost and Show calculations	
Cost of ADP, Salesforce, Gearset, and Formstack Data tools used from program administration. \$2380.95 x 12 Months	

Item	Amount
Equipment	\$9000
Describe cost and Show calculations	
Tech devices and maintenance to support program services. \$750 x 12 Months	

Item	Amount
Service Charges	\$3560.16
Describe cost and Show calculations	
Returned checks @\$25/check x 125 checks +HR services costs \$296.68 x 12 Months	

Item	Amount
Local Staff Travel	\$4,220
Describe cost and Show calculations	
Adult Staff) Parking, mileage, bus fares to attend meetings & conferences. \$351.66 x 12 Months	

Item	Amount
Youth Travel	\$2,720
Describe cost and Show calculations	
Youth Participants chartered buses events \$226.66 x 12 Months	

Item	Amount
Rent for Youth Workshop Space	\$18000

Describe cost and Show calculations
Rental fees for workshop space \$1500 x 12 Months

Item	Amount
Communication	\$10,800
Describe cost and Show calculations	
Landline, cell phone, and internet at \$900 x 12 Months	

Item	Amount
Events	\$9,000
Describe cost and Show calculations	
Work-based learning archives \$750 x 12 Months	

Item	Amount
Professional Services	\$6,300
Describe cost and Show calculations	
Professional Services for language translation and background checks. \$525 x 12 Months	

Item	Amount
Food	\$7,200
Describe cost and Show calculations	
Food for intern workshops \$600 x 12 Months	

Item	Amount
Youth Stipends	\$810,000
Describe cost and Show calculations	
Incentive for Learning Cohorts Interns 500 Youth Interns x \$1800 x 90% Utilization	

Item	Amount
Occupancy	\$75124.68
Describe cost and Show calculations	
Total JCYC WorkHub Occupancy \$126,772.80/27FTE x 12.55 \$6,260.39 x 12 Months	

Total Other Program Expenses	\$996,496.27
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Administrative

Item	Amount
Personnel - Executive Staff	\$385,586.68
Roles & Responsibilities	
The Executive Director provides oversight of the programs and agency, supervises the program directors and JCYC administrative staff, acts as the main liaison with funders and subcontractors regarding contract issues. The Deputy Director monitors program compliance and planning, and oversees all youth programming. She also provides technical assistance and support. HR Manager handles all human resources and operations issues. The Fiscal Director is responsible for all financial aspects of the program including invoicing, reporting, payroll processing and financial compliance.	

Item	Amount
Personnel - Fiscal Staff	\$156,602.18
Roles & Responsibilities	
Fiscal staff include an accountant, payroll clerk, and A/P clerk. This team supports financial and payroll functions.	

Item	Amount
Personnel - Other Non-Program	\$153,113.13
Roles & Responsibilities	
Other support staff provide administrative, HR and operational support.	

Item	Amount
Fringe for Non-Program Staff	\$254,260.65
Roles & Responsibilities	
Fringe benefits include FICA, SUI, WC, health benefits, retirement and flexible spending benefits.	

Item	Amount
Occupancy	\$70,817.39
Roles & Responsibilities	
Occupancy cost for the executive staff, fiscal staff and non-program staff.	

Item	Amount
Insurance	\$26,241.25
Roles & Responsibilities	
The cost of general liability, automobile, and employee bond allocated to administrative.	

Item	Amount
Contractors	\$107751.75

Roles & Responsibilities
IT, management support and payroll services.

Item	Amount
Audit	\$28,736.388
Roles & Responsibilities	
Cost of audit services.	

Item	Amount
Professional Development	\$35,699.69
Roles & Responsibilities	
D&I training, workshops for admin staff member	

Item	Amount
Office Expenses	\$73,335.63
Roles & Responsibilities	
Office Expenses - Cost for printing, recruitment, transportation, office supplies, bank fees, tax/licenses/fees.	

Administrative	\$1,302,334.08
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Program Total Budget	\$8,139,588.04
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Performance Measures

Name	Performance Measure	Target
Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants	90%+
Education/Career Goals	Percent of surveyed participants who report that they developed education or career goals and understand the steps needed to achieve their goals as a result of the program	75%
Financial Literacy Skills	Percent of surveyed participants who report developing financial literacy skills, such as opening a bank account and making a budget, as a result of the program.	75%
Job Search Skills	Percent of surveyed participants who report developing job search skills, such as resume writing and interviewing, as a result of the program.	75%
Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts	Strong
Program Quality Assessment (PQA)	Grantee participates in the Program Quality Assessment (PQA)	Yes- Participated in PQA Process
SEL Plan	Grantee participates in SEL trainings	Yes- Participated in trainings
SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes- Has an SEL Plan
Transition Plan	Percent pf participants with competed transitions plans	90%
WorkforceLinkSF	Grantee staff attend training on WorkforceLinkSF	50%
WorkforceLinkSF	Percent of participants enrolled in WorkforceLinkSF	85%
Placements	Number of actual work-based learning experiences provided compared to the program's projected number of work-based learning experiences	85%
Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%

Grantee shall administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment,

and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix C--Form of Funding Request

Grantee is to use the following invoice for the purpose of requesting Funds (invoicing). In order to comply with state grant requirements, the grantee will submit separate invoices for age ranges of a) 15 and under, and b) 16 and up. Invoices must comply with HRC policy that requires the submission of collateral receipts.



Empowering Young People for the Future

Japanese Community Youth Council
 2012 Pine Street
 San Francisco, CA 94115
 T: 415.202.7900
 Tax ID# 23-7092514

Invoice

Date: MM/DD/2024
 Invoice#: 2024XXXX
 Company ID: 000000

To:
 XXXXXX.
 Attn: XXXXXXXX
 XXXXXXXX
 San Francisco, CA 94111

Description	Total
Intern Wage	
Total	

Due Date: upon receipt

Please make all checks payable to the Japanese Community Youth Council
Please include the invoice number on the check

Appendix D--Interests In Other City Contracts

Other City Funds:

<u>Department</u>		
CHF Children; Youth & Families		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$1,209,300	09/13/2024	CHF-GA- Japantown Youth Leaders
<hr/>		
<u>Department</u>		
CHF Children; Youth & Families		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$45,716,315	09/13/2024	CHF-GA-Mayor's Youth Employment
<hr/>		
<u>Department</u>		
CHF Children; Youth & Families		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$13,327,411	09/13/2024	CHF-GA-Opportunities for All
<hr/>		
<u>Department</u>		
CHF Children; Youth & Families		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$12,495,387	06/30/2024	CHF-GA- San Francisco YouthWorks
<hr/>		
<u>Department</u>		
CHF Children; Youth & Families		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$1,352,478	09/13/2024	CHF-GA-SF Stem Academy
<hr/>		
<u>Department</u>		
DPH Public Health		
<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$1,795,798	06/30/2025	DPH Children SUD Tx
<hr/>		
<u>Department</u>		
ECN Economic & Workforce Development		

<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$560,000	12/31/2024	ECN Japantown Econ Vitality

Department
MYR Mayor

<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$75,000	06/30/2024	MYR-195793-22

Department
MYR Mayor

<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$278,979	06/30/2024	MYR-204065-23

Department
PUC Public Utilities Commission

<u>Amount</u>	<u>Contract End Date</u>	<u>Purpose</u>
\$4,000,000	11/14/2025	PUC Project Pull Citywide Internship

Appendix E--Permitted Subgrantees

NONE

Appendix F – Insurance Waiver

NONE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Named Insured: Japanese Community Youth Council
Policy Number: 2023-06915
Effective Dates: 07/01/2023 to 07/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



Maria Su, Psy.D.
Executive Director



London N. Breed
Mayor

May 28, 2024

Jon Osaki
Director of Youth Workforce Programs
Japanese Community Youth Council (JCYC)
2012 Pine Street
San Francisco State CA 94115

Dear Mr. Osaki,

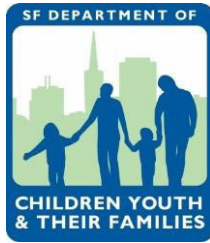
Congratulations! The Department of Children, Youth and Their Families (DCYF) is happy to inform you that JCYC's application to the ***Department of Children, Youth, and Their Families 2024-2029 Request for Proposals*** was successful. DCYF's Opportunities for All program partner the Human Rights Commission (HRC) will execute the grant agreement and oversee this program. You and your staff should be very proud of your achievement. Below are details of your awards for the coming five-year cycle:

RESULT AREA: All Youth Are Ready For College, Work And Productive Adulthood

Program Name:	Opportunities for All- YouthWorks
Service Area:	Youth Workforce Development
Strategy:	Opportunities For All - Youthworks Initiative
2024/25 Award Amount:	\$8,139,588
2025/26 Award Amount:	\$8,383,776
2026/27 Award Amount:	\$8,635,289
2027/28 Award Amount:	\$8,894,348
2028/29 Award Amount:	\$9,161,178
Total Cycle Award Amount:	\$43,214,178

You will soon be assigned a combination of DCYF and a Human Rights Commission (HRC) representatives to guide you through the contracting and administration process. These staff will be your main point of contact throughout the cycle, and you can expect to hear from them with more details on your awards shortly.

You have the right to appeal this decision. The appeal period begins today, and closes on June 5th at 5:00 p.m. The appeal must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. Appeals will only be accepted in writing and must delivered via hard copy to:



Maria Su, Psy.D.
Executive Director



London N. Breed
Mayor

RFP Appeals Panel
Department of Children, Youth and Their Families
1390 Market Street, Suite 900
San Francisco, CA 94102

Appeals will not be accepted electronically. A panel selected by DCYF will review all eligible appeals, and the panel decisions will be final.

Now begins the time to prepare your awarded grants, and there are several steps coming that you and your staff must be aware of. The first is to complete your workplan, which will be in DCYF's format. You will enter your organizational, programmatic, and budget data for the FY 2024-25 fiscal year. Once you submit your workplan, it will be reviewed by Samuel Thomas, HRC. As an approved workplan is the first of many steps in the process of establishing your grants, we ask that you prioritize this action.

The next step will be for you to review and sign your grant agreement, which is the contract between JCYC and the City and County of San Francisco that formalizes the award. I encourage you to read the agreement carefully, as it holds pertinent information on the City's expectations and your responsibilities as a grantee. You will receive the grant agreement electronically via DocuSign for review and signature. You do not need a DocuSign account to access the document. Once all required signatures are received, you will receive a PDF of your completed agreement for your records. This will also come directly from DocuSign.

For more information on the outcome of this RFP, please visit www.dcyf.org/rfp.

On behalf of Mayor London Breed and the entire staff of the Department of Children, Youth and Their Families, as well as the Human Rights Commission, we congratulate you and your team on your successful application. We are all looking forward to working with you in the coming cycle as we strive to make San Francisco a great place to grow up.

Sincerely,

A handwritten signature in black ink, appearing to read "Maria Su".

Maria Su

DCYF Executive Director
cc: Dr. Sheryl Evans Davis, HRC Executive Director

City and County of San Francisco
HUMAN RIGHTS COMMISSION



Sheryl Evans Davis
Executive Director

London Breed
Mayor

3 June 2024

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Re: Grant Agreement with Japanese Community Youth Council (JCYC) for Opportunities for All-YouthWorks Program

Dear Ms. Calvillo,

Attached please find a proposed resolution for review and approval by the Board of Supervisors.

The resolution authorizes a Grant Agreement between the City and County of San Francisco and the Japanese Community Youth Council, Inc., for the Opportunities for All-YouthWorks program. The agreement is for a total amount not to exceed \$43,214,178 and covers a five-year term from June 10, 2024, through June 30, 2029, to provide San Francisco youth with meaningful work-based learning opportunities in city government and private sector agencies, focusing on job skill development, financial empowerment, and leadership training.

The following is a list of accompanying documents:

- Proposed Resolution
- Final Draft Grant Agreement between the City and County of San Francisco and the Japanese Community Youth Council and Japanese Community Youth Council
- Notice of Intent to Award, Department of Children, Youth, and Their Families 2024-2029 Request for Proposals
- Certificate of Insurance for Japanese Community Youth Council

Sincerely,

A handwritten signature in black ink that reads "Samuel Thomas".

Samuel Thomas
Chief Financial Officer
415-252-2547



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240647

Bid/RFP #: 0000008558

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Samuel Thomas	415-252-2547
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
HRC Human Rights Commission	samuel.thomas@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR JAPANESE COMMUNITY YOUTH COUNCIL (JCYC)	TELEPHONE NUMBER 415-202-7100
STREET ADDRESS (including City, State and Zip Code) 2012 Pine Street, San Francisco, CA 94115	EMAIL awoo@jcyc.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER 0000008558	FILE NUMBER (If applicable) 240647
DESCRIPTION OF AMOUNT OF CONTRACT \$43,214,178		
NATURE OF THE CONTRACT (Please describe) Result Area All Youth Are Ready For College, work And Productive Adulthood - Youth Workforce Development - Opportunities For All - Youthworks Initiative: JCYC will implement the OFA-YW Initiative, designed to provide meaningful work-based learning opportunities for San Francisco youth within city government and private sector agencies. This program aims to expose participants to public service careers while developing essential job skills. JCYC will establish a cohort of youth to foster peer bonding, teamwork, and sustainable adult support. A curriculum-based approach will be utilized to achieve specific skill-building goals, incorporating lesson plans and opportunities for practice and reflection. JCYC will also collaborate with city government agencies and the private sector to determine and coordinate work-based learning placements, which can include job shadowing, internships, and work experiences.		

7. COMMENTS
Procured through the DCYF 2024-2029 RFP

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

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Osaki	Jon	CEO
2	Woo	Alvin	Other Principal Officer
3	Lilly	Shemika	CFO
4	Kimura	Ryan	Other Principal Officer
5	Wayne	Evan	Board of Directors
6	Carroll	Louise	Board of Directors
7	Mah	Max	Board of Directors
8	Shah	Nagree	Board of Directors
9	MacDonald	Angus	Board of Directors
10	Dunlap	Oliver	Board of Directors
11	Harrigan	Asia	Board of Directors
12	Abanto	Darryl	Board of Directors
13	C	Dinesh	Board of Directors
14	Littleton	Heather	Board of Directors
15	Anderson	Jerome	Board of Directors
16	Mah	Kitty	Board of Directors
17	Rawat	Gitanjali	Board of Directors
18	Shah	Gautam	Board of Directors
19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Thomas, Samuel \(HRC\)](#); [Davis, Sheryl \(HRC\)](#)
Subject: Mayor -- Resolution -- Japanese Community Youth Council Grant - Opportunities for All
Date: Tuesday, June 4, 2024 2:56:41 PM
Attachments: [1 Cover Letter.pdf](#)
[2 Resolution.DOCX](#)
[3 Draft Agreement G100.pdf](#)
[4 Award Letter.pdf](#)
[5 JCYC Certificate of Insurance.pdf](#)

Hello Clerks,

Attached is a Resolution retroactively authorizing the Human Rights Commission to execute a Grant Agreement between the City and County of San Francisco and Japanese Community Youth Council, Inc., for the Opportunities for All-YouthWorks program for a total contract amount not to exceed \$43,214,178 and an initial term of five years commencing on June 10, 2024, through June 30, 2029, with no option to extend the term.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org