

The James Irvine Foundation

GRANT AGREEMENT

This Grant from The James Irvine Foundation (the “Foundation”) is to be used only for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when it has been signed by an authorized representative of your organization and a signed copy is received by the Foundation (electronic PDF acceptable.)

- Grantee:** City and County of San Francisco
- Grant Amount:** \$900,000.00
- Grant Number:** 22-19771
- Time Period:** Beginning November 7, 2022, for 24 months. Only expenses related to this time period may be charged against grant funds.
- Project Title:** To support the Northern California Apprentice Network and apprenticeship growth in Northern California through the Office of Economic and Workforce Development.
- Goal(s):**
1. To advance the model of high-quality apprenticeships, with special attention to Registered Apprenticeships, in new and emerging sectors in Northern California.
 2. To create sustainable pathways and programs that increase upward social mobility for job seekers underrepresented in the tech and tech-enabled industries.
 3. To help businesses of all sizes meet their talent objectives through the adoption of accessible apprenticeship programs.
- Objective(s):**
1. To increase the number of businesses who participate in NCAN and engage in apprenticeship models via three metrics: 1) Organizations attend quarterly meetings; 2) Organizations meet with NCAN champion employers in a B2B coaching session; and/or 3) Organizations successfully upload their apprenticeship program data through the NCAN data capture.
 2. To increase the number of apprentices supported by NCAN members by 20% each year.
 3. To share best practices developed by NCAN with other regions, including supporting the launch of the Southern California Apprentice Network (SCAN).

4. To support NCAN leadership and partner sustainability, which includes regranting to critical NCAN leadership partners the Bay Area Council and BAVC Media, as well as network data management technology provider Apprenticeship.io.
5. To increase and diversify funding sources for NCAN sustainability and growth.

Payment Schedule:

Payment Date	Payment Amount
November 25, 2022	\$900,000.00

Please note that the first payment is pending receipt of the executed grant agreement. All other payments are subject to receipt and approval of interim reports. Payments will be sent electronically.

Reporting Schedule:

Grantee Report	Due Date
Final Narrative and Financial Report	February 1, 2025
Regranting Report	February 1, 2025

*All grant requirements must be submitted through the Foundation's online system, accessible on our Web site at www.irvine.org/Portal. Please login to your account and submit the requirements listed above by the date indicated. Please refer to the enclosed **Grantee Reporting Guidelines** for details on reporting to the Foundation.*

I. IRS DETERMINATION

This grant is specifically conditioned upon Grantee's status as an eligible grantee of the Foundation. The Foundation has obtained a copy of Grantee's IRS determination letter and/or verified Grantee's tax status on IRS Publication 78, evidencing the eligibility of Grantee to obtain support from the Foundation. The Foundation has also verified that no revocation of the determination letter has been published by the IRS. Grantee confirms that it is exempt from federal income tax as defined in Section 501(c)(3) of the Internal Revenue Code (the "Code") and that it is not a private foundation as defined in Code Section 509(a). Grantee also confirms that it has not had any substantial change in sources of support for any taxable year affected by this grant. Grantee shall notify the Foundation immediately of any change in (a) Grantee's tax-exempt status or its foundation status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.

II. GRANTEE'S FINANCIAL RESPONSIBILITIES

Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. Grantee shall comply with applicable laws regarding the prudent and productive investment of all grant funds not required to be expended for grant purposes in the near term, and all interest or appreciation accruing thereon shall be restricted to the grant purposes. Grant funds may be commingled with Grantee's other liquid assets OR investments. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after the Grantee has expended the last of the grant funds. In the event that the Foundation is audited by any government agency, it may be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of Grantee insofar as they relate to activities supported by this grant. Any expenses related to such activities will be borne by the Foundation.

III. REPORTING

To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit to the Foundation a written report for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the grant funds. Please refer to the enclosed ***Grantee Reporting Guidelines*** for details on reporting to the Foundation. If more than one report is required, the final report shall outline Grantee's use of all grant funds and charitable activities from the date of the disbursement of this grant until Grantee expended the last of the grant funds.

IV. EXPENDITURE OF GRANT FUNDS

The grant is for the purpose(s) stated in this agreement. Grant funds may be expended only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior written approval by the Foundation. Grantee shall repay to the Foundation any portion of the grant funds which is not spent or committed for the purposes stated in this agreement. Permission to make any major change (line items added or deleted or transfers among line items greater than 20 percent of the approved line item amount) to the approved budget must be requested in writing, and approved by the Foundation in advance of the implementation of the change.

Grantee shall not use any portion of the grant to participate or intervene in any political campaign on behalf of or in opposition to any specific candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code Section 501(c)(3). Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations. Grantee shall not use any portion of the grant for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.

The grant shall not be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect. This prohibition shall not prevent Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; Grantee may also use grant funds for communications that qualify for any exception to the definition of lobbying under federal tax law, such as nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation.

V. NO PLEDGE

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.

VI. PUBLICATIONS; LICENSES

Any information contained in publications, studies, or research funded by this grant shall be made available to the public in electronic form following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

VII. ANTI-DISCRIMINATION

Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, handicap, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

VIII. USE OF SUBGRANTEES OR CONTRACTORS

With regard to the selection of any subgrantee necessary to carry out the purposes of the grant, Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular subgrantee or contractor. Specifically, the Foundation is not earmarking Grant funds for any particular consultant or third party selected by Grantee and named in Grantee's grant proposal,

and the final selection of such consultants or third party service providers is within the discretion of Grantee. Any references in Grantee's proposed budget to specific named third parties who are projected to receive service fees from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms their engagement by Grantee (including the amount of fees) is within Grantee's discretion and control.

In accordance with the Foundation's Indenture of Trust, any funds regranted to public agencies, or agencies established by the federal, state, or a local government, should supplement and not supplant government support.

IX. PUBLICITY, PUBLICATIONS, AND COMMUNICATIONS

The Foundation should be recognized for its support of your work in your public communications about the funded project or activities. For example, please note the Foundation's support on any websites or web pages about the project and in any announcements or other materials funded by this grant. Grantee should follow the instructions provided in the Grantee Communications Guidelines included in this packet.

If you believe that publicly recognizing the Foundation's funding of your work may not be appropriate — either for the Grantee or the Foundation — please contact the Foundation to discuss options.

X. INDEMNIFICATION

In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the project funded by the grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any act or omission by the Foundation, its officers, directors, employees, or agents.

XI. NO AGENCY

Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

XII. FURTHER ASSURANCES

Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any

doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact the Foundation or legal counsel.

The Foundation will not distribute Grantee materials (grant proposal, grant reports) to any outside party, unless required by law, without written consent of the Grantee.

XIII. NO WAIVERS

The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

XIV. TERMINATION

The Foundation, at its sole option, may terminate this agreement or withhold payments, or both, at any time, if, in the Foundation's judgment: a) the Foundation is not satisfied with the quality of the Grantee's progress toward achieving the project goals; b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; c) the Grantee dissolves or fails to operate; or d) the Grantee materially fails to comply with the terms and conditions of this agreement, including but not limited to failure to submit reports when due. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all grant funds unexpended as of the effective date of termination. The Foundation may also avail itself of any other remedies available at law.

XV. LIMITATION

This Agreement contains the entire agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant, the Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

XVI. GOVERNING LAW


This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California. Any laws that direct the application of another State's law to this Agreement will be disregarded.

XVII. ELECTRONIC DEPOSIT INFORMATION; RELEASE

All Grant payments will be made electronically. Grantee is responsible for providing the Foundation with accurate and current bank account, routing, and other information required for payment of the Grant, including any updates should the information change while any payment is outstanding. Grantee hereby releases the Foundation from any liability from, and acknowledges the Foundation shall not be responsible for, any losses or delays in receipt of Grant funds caused by Grantee's failure to provide or input complete and accurate updated account information.


XVIII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of The James Irvine Foundation, I extend every good wish for the success of this project.

By: 
Donald J. Howard
President and CEO, The James Irvine Foundation
November 9, 2022

I acknowledge that the Grantee has received and retained a copy of this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

Accepted on behalf of City and County of San Francisco

By: 
Signature of Authorized Officer, Director or Trustee

Name: Merrick Pascual
Title: Chief Financial Officer
Date: 11/10/2022

The James Irvine Foundation

Please use this format for all financial status reports to the Foundation

Grant to City and County of San Francisco

Reporting should only reflect the use of grant funds expended during the time period shown on the first page of your Grant Agreement.

CATEGORY	APPROVED AMOUNT	TOTAL EXPENDITURES FOR THE PERIOD	TOTAL EXPENDITURES TO DATE	REMAINING BALANCE
Salary	\$144,000			
Fringe	\$57,600			
Contracts	\$600,000			
Events	\$4,200			
Travel	\$4,200			
Indirect Costs	\$90,000			
TOTAL	\$900,000	\$	\$	\$

The James Irvine Foundation

GRANTEE REPORTING GUIDELINES

Organization Name: City and County of San Francisco

Report Due Dates: See Grant Agreement

Time Period: Beginning November 7, 2022, for 24 months. Only expenses related to this time period may be charged against grant funds.

Project Title: To support the Northern California Apprentice Network and apprenticeship growth in Northern California through the Office of Economic and Workforce Development.

Grant Amount: \$900,000.00

Goal(s):

1. To advance the model of high-quality apprenticeships, with special attention to Registered Apprenticeships, in new and emerging sectors in Northern California.
2. To create sustainable pathways and programs that increase upward social mobility for job seekers underrepresented in the tech and tech-enabled industries.
3. To help businesses of all sizes meet their talent objectives through the adoption of accessible apprenticeship programs.

Objectives:

1. To increase the number of businesses who participate in NCAN and engage in apprenticeship models via three metrics: 1) Organizations attend quarterly meetings; 2) Organizations meet with NCAN champion employers in a B2B coaching session; and/or 3) Organizations successfully upload their apprenticeship program data through the NCAN data capture.
2. To increase the number of apprentices supported by NCAN members by 20% each year.
3. To share best practices developed by NCAN with other regions, including supporting the launch of the Southern California Apprentice Network (SCAN).
4. To support NCAN leadership and partner sustainability, which includes regranting to critical NCAN leadership partners the Bay Area Council and BAVC Media, as well as network data management technology provider Apprenticeship.io.
5. To increase and diversify funding sources for NCAN sustainability and growth.

NARRATIVE REPORT

Please reflect on the goals for this grant as you respond to the following questions:

1. Successes. What have been the two to three biggest successes and/or high points that you experienced in your Irvine-funded work over the grant period?
2. Challenges. What have been the top two to three biggest challenges and/or struggles that you have experienced in your Irvine-funded work over the grant period?
3. Learning & Adaptation. What are the two to three most important things you learned over the grant period? Have these insights led you to adjust your approach or strategy moving forward? If so, in what ways?
4. Please describe the extent to which you achieved the goals or objectives identified in your grant agreement. If your grant is for general operating support, this question does not apply (Note: individual goals and objectives will be populated in each grantee record and space will be provided for grantees to respond about each one).
5. If there are other reflections or information on your organization, your work, or your grant from Irvine that you would like to share with us, please do so here. This might include reports produced by your organization, press coverage, blog postings about your work, etc. [Grantees will be able to upload documents]

FINANCIAL REPORT

The Financial Report should follow the format of the **Approved Project Budget** included in the Grant Agreement.

With each report, please submit a copy of the organization's most recent audited financial statements generated since your last report or proposal submission to the Foundation.

RE-GRANTING REPORT GUIDELINES

Some or all of the funds granted to your organization by The James Irvine Foundation are designated for re-granting to other entities of your choice. In order to monitor and assess the impact and reach of our grantmaking, it is important for the Foundation to collect information on all re-granting activities we support.

We request the following information for each re-grant *approved* by your organization in the previous calendar year. (We define *approved* as officially selected and authorized, not necessarily paid out).

- Name of the re-grant recipient
- Total dollar amount of the re-grant
- Primary county (or counties) served by the re-grant recipient
- A one or two sentence statement of purpose of the re-grant (This is a statement of the activity being supported by the funds, for example, "to support organizational capacity building," or "to support a six-month training program in arts for youth aged 12–18.")

In addition, we request aggregate amounts for the re-grants approved by your organizations in the previous calendar year.

- TOTAL amount of Irvine funds re-granted for the calendar year
- Percentage of Irvine funds re-granted by operating budget size of re-grant recipients according to the ranges below:
 - < \$500,000 (\$0–\$499,999)
 - \$500,000–\$1,999,999
 - \$2,000,000–\$9,999,999
 - > \$10 million

Please submit this information in an Excel spreadsheet.

Accounting for Pooled Funds

In some instances, a grant from the Irvine Foundation may have been pooled with funds from other sources and then re-granted. In these cases, it may be impossible to tell exactly how funds from Irvine were redistributed to re-grantees. To account for funds that were pooled, therefore, please do the following:

Step 1: Calculate the percent contribution of Irvine funds to the entire re-granting pool of funds.

Step 2: Multiply the percent calculated in Step 1 by the total amount of each individual re-grant.

Example: The Irvine Foundation made a grant to your organization for \$100,000 for re-granting. The Irvine grant was pooled with a \$300,000 grant from the Packard Foundation for a total of \$400,000 for re-granting. From Step 1, the Irvine contribution is 25% ($\$100,000 + \$300,000 = \$400,000$. $\$100,000$ divided by $\$400,000 = 25\%$). Your organization made a re-grant to the Neighborhood Children's Coalition for \$20,000. From Step 2, the individual re-grant made using Irvine funds was \$5,000 ($\$20,000 \times 25\% = \$5,000$). Thus, the amount to report on your re-granting report to Irvine should be \$5,000.

All reporting requirements should be submitted through the Foundation's online system using your account, accessible at the website www.irvine.org/portal. Please contact Grants Administration at grantsadmin@irvine.org if you need assistance with our online grantee portal.