

File No. 240739

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 31, 2024

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Original Grant Agreement 11/21/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 10/1/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>OEWD Presentation 7/31/2024</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Brent Jalipa Date July 25, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - Bay Area Community Resources, Inc. - COVID-Response
2 Resource Hub Coordinator - Not to Exceed \$14,779,999]

3 **Resolution approving Amendment No. 2 to a grant agreement between the Office of**
4 **Economic and Workforce Development and Bay Area Community Resources, Inc., for**
5 **management of the COVID-Response Resource Hub Coordinator grant; to increase the**
6 **contract amount by \$4,780,000 for a total not to exceed amount of \$14,779,999 for the**
7 **period of July 1, 2022, through June 30, 2025; effective upon approval of this**
8 **Resolution; and to authorize the Executive Director of the Office of Economic and**
9 **Workforce Development to enter into amendments or modifications to the contract**
10 **prior to its final execution by all parties that do not materially increase the obligations**
11 **or liabilities to the City and are necessary to effectuate the purposes of the contract.**

12
13 WHEREAS, the Office of Economic and Workforce Development (OEWD) selected
14 Bay Area Community Resources, Inc. (BACR) through a Request for Proposals to provide as
15 needed project based support services under that certain Grant Agreement by and between
16 City and BACR, dated as of November 21, 2022 (Original Agreement), as amended by that
17 certain First Amendment to Grant Agreement, dated as of October 1, 2023 (Amendment No.
18 1), which increased the contract amount to \$9,999,999; the Original Agreement, together with
19 Amendment No. 1 are collectively referred to as the "Agreement," and have a term of two-
20 years; and

21 WHEREAS, Under the Agreement, BACR is to provide COVID-Response Resource
22 Hub Coordinator services, and continue to establish neighborhood-based points of entry into
23 the public workforce system, affiliated government agencies and community-based
24 organizations for information, referral and delivery of essential workforce services for a two-
25 year period; and

1 WHEREAS, Through Amendment No. 2, OEWD wishes to increase the Agreement
2 amount by \$4,780,000 for a total not to exceed amount of \$14,779,999, and to increase the
3 term for a term commencing on July 1, 2022, through June 30, 2025; and

4 WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of
5 Amendment No. 2 because it will cause anticipated expenditures under the Agreement to
6 exceed \$10,000,000; now, therefore, be it

7 RESOLVED, That in accordance with Charter, Section 9.118, the Board of Supervisors
8 hereby authorizes the Executive Director of OEWD, on behalf of the City and County of San
9 Francisco, to amend the Agreement with the Bay Area Community Resources, Inc. to
10 increase the Agreement amount by \$4,780,000 for a total not to exceed amount of
11 \$14,779,999 for a term of July 1, 2022, through June 30, 2025; and, be it

12 FURTHER RESOLVED, That Board of Supervisors authorizes OEWD to enter into any
13 amendments or modifications to Amendment No. 2, prior to its final execution by all parties,
14 that the Department determines, in consultation with the City Attorney, are in the best interest
15 of the City, do not otherwise materially increase the obligations or liabilities of the City, are
16 necessary or advisable to effectuate the purposes of the contract, and are in compliance with
17 all applicable laws; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of Amendment No. 2 being fully
19 executed by all parties, the Executive Director of OEWD and/or the Director of Office of
20 Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for
21 inclusion in the official file (File No. 240739).

Item 5 File 24-0739	Department: Office of Economic Workforce Development (OEWD)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve Amendment No. 2 to the grant agreement between the Office of Economic and Workforce Development (OEWD) and Bay Area Community Resources, Inc. (BACR) for management of the COVID-Response Hub Coordinator grant, extending the term by one year through June 2025, and increasing the not-to-exceed amount by \$4,780,000, for a total not to exceed \$14,779,999. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In April 2022, OEWD issued a Request for Proposals (RFP) to award economic and workforce development grants, including a COVID-Response Resource Hub Coordinator contract. BACR was deemed the highest scoring proposer and was awarded a grant agreement, which has been amended once. Under the grant agreement, BACR operates the four Community Economic Recovery Hubs, which are each open two days per week. The resource hubs are intended to provide low-income, unemployed, underemployed, and dislocated workers with support and referral services. BACR provides assessment and intake services, workforce connection referral services (such as for job training and placement), essential resources and services referrals (such as for safety net programs), and supportive services (such as food assistance). Over the two-year period of FY 2023-24 and FY 2024-25, BACR has a goal of providing intake and assessments, enrollment and referral, and support services to 14,300 participants, or an average of 7,150 per fiscal year. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed Amendment No. 2 would increase the not-to-exceed amount of the grant agreement by \$4,780,000, for a total not to exceed \$14,779,999. Of the \$4,780,000 grant increase, \$3,100,000 is for services in FY 2024-25, and \$1,680,000 is back funding for services in FY 2023-24, due to Board of Supervisors add-back funding in the FY 2023-24 budget. The grant agreement is funded by the City's General Fund. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> The Budget and Legislative Analyst considers approval of the proposed resolution to be a policy matter for the Board of Supervisors because OEWD is now seeking back funding for FY 2023-24 expenditures prior to receiving Board of Supervisors approval. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Amend the proposed resolution to state that approval is retroactive. Approval of the resolution, as amended, 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 or (2) requires expenditures of \$10 million or more is subject to Board of Supervisors approval.

BACKGROUND

In April 2022, the Office of Economic and Workforce Development (OEWD) issued a Request for Proposals (RFP) to award economic and workforce development grants. The RFP had 24 grant program categories, including for awarding a COVID-Response Resource Hub Coordinator contract. OEWD received two proposals within this category and an evaluation panel scored them, as shown in Exhibit 1 below.¹

Exhibit 1: Proposals and Scores from RFP

Proposer	Score (Out of 100 Points)
Bay Area Community Resources	91.88
FACES SF	61.25

Source: OEWD. Proposals were scored on applicant qualifications and staff assignments (30 points), approach, activities and outcomes (40 points), performance measurement and reporting (15 points), and financial management and budgeting (15 points).

Bay Area Community Resources (BACR) was deemed the highest scoring proposer and was awarded a contract. In November 2022, OEWD retroactively executed a grant agreement with BACR for a term of one year, from July 2022 through June 2023, and an amount not to exceed \$8,250,000. In October 2023, OEWD retroactively executed the First Amendment to the grant agreement, extending the term by one year through June 2024, and increasing the not-to-exceed amount of the grant to \$9,999,999. OEWD and BACR have agreed to continue the grant agreement for another year.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 2 to the grant agreement between OEWD and BACR for management of the COVID-Response Hub Coordinator grant, extending the term by one year through June 2025, and increasing the not-to-exceed amount by \$4,780,000, for a total not to exceed \$14,779,999. The resolution also authorizes the OEWD Executive Director to make further immaterial amendments to the grant agreement.

Because the grant agreement expired on June 30, 2024, the Budget and Legislative Analyst recommends amending the proposed resolution to state that approval is retroactive.

Scope of Services

Under the grant agreement, BACR operates the following four Community Economic Recovery Hubs, which are each open two days per week:

¹ The evaluation panel included two Program Specialists from OEWD, a Data and Community Development Analyst from the Human Rights Commission, and the San Francisco Bay Area Director of Development from Juma Ventures.

- Mission Hub, located at 701 Alabama Street;
- Bayview Hub, located at 1706 Yosemite Avenue;
- Excelsior Hub, located at 4834 Mission Street; and
- Visitation Valley Hub, located at 150 Executive Park Boulevard.

The resource hubs are intended to provide low-income, unemployed, underemployed, and dislocated workers with support and referral services. BACR provides assessment and intake services for each new participant to determine program eligibility and needs. Workforce connection referral services include referrals to general employment and job placement assistance, sector trainings, job readiness services, and subsidized and boot camp programming (for young adults). Essential resources and services referrals include referrals to housing, unemployment insurance, public benefits, transportation assistance, and educational services. Supportive services are providing food vouchers or gift cards for participants with immediate essential needs.

Over the two-year period of FY 2023-24 and FY 2024-25, BACR has a goal of providing intake and assessments, enrollment and referral, and support services to 14,300 participants, or an average of 7,150 per fiscal year. This is a reduction from the initial goals to provide these services to 12,000 participants annually in the original grant agreement because the funding level was reduced by \$1.5 million in FY 2022-23, which necessitated a reduction in service level. The contract funds approximately 10.73 full-time equivalent (FTE) employees.

OEWD intends to issue a new RFP for workforce development services in Fall 2025, with new contracts to be in place on July 1, 2026. At that time, OEWD will determine whether to continue the recovery hub program.

Performance and Fiscal Monitoring

Program monitoring for the period of FY 2023-24 included interviews with BACR staff, a review of policies and procedures, and a site visit. No corrective actions were identified. Program monitoring was for BACR programs in general and not specific to this grant agreement. In addition to annual monitoring reports, OEWD also performs quarterly review to track program outcomes and follows up with underperforming grantees. According to Merrick Pascual, OEWD Chief Financial Officer, BACR had enrolled, referred, and provided supportive services to approximately 7,523 participants as of April 2024, which is greater than the goal of 6,375 for each metric for all of FY 2023-24.

OEWD staff reviewed BACR's financial documents as part of the FY 2023-24 Citywide Fiscal and Compliance Monitoring program and identified no findings.

FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the grant agreement by \$4,780,000, for a total not to exceed \$14,779,999.

Of the \$4,780,000 grant increase, \$3,100,000 is for services in FY 2024-25, and \$1,680,000 is back funding for services in FY 2023-24, which would increase the FY 2023-24 program budget from

\$3,399,999 to \$5,079,999. According to Marissa Bloom, OEWD Director of Contracts and Grants, this back funding is needed because to incorporate Board of Supervisors add-back funding that was included in the FY 2023-24 budget. Through May 2024, FY 2023-24 grant expenditures total \$2,846,912. OEWD anticipates receiving an invoice for June 2024 for approximately \$1.7 million, which includes subcontractor payments. This would leave a balance of approximately \$530,000, which OEWD intends to roll over for additional services in FY 2024-25.

The program budget for FY 2024-25 is shown in Exhibit 2 below.

Exhibit 2: FY 2024-25 BACR Program Budget

Expenditures	Amount
Employee Salaries	\$1,545,170
Fringe Benefits	386,293
Staff Development/Travel	19,488
Operating Costs ²	1,029,050
Supportive Services ³	120,000
Total	\$3,100,000

Source: Proposed Amendment. Totals may not add due to rounding.

The program is funded by the City's General Fund.

POLICY CONSIDERATION

OEWD is requesting funding for FY 2023-24 expenditures because of add-back funding that was included in the FY 2023-24 budget. OEWD did not seek Board of Supervisors approval to increase the grant agreement before authorizing these expenditures because of delays in finalizing the amendment with BACR. Because OEWD is now seeking back funding for FY 2023-24 expenditures prior to receiving Board of Supervisors approval, the Budget and Legislative Analyst considers approval of the proposed resolution to be a policy matter for the Board of Supervisors.

RECOMMENDATIONS

1. Amend the proposed resolution to state that approval is retroactive.
2. Approval of the resolution, as amended, is a policy matter for the Board of Supervisors.

² Operating costs include equipment costs, rent, indirect costs (such as administrative overhead costs), office supplies, program supplies, consultant services, food, and utilities. Consultant services include programming space, internship programming, outreach staff, engagement services, tax preparation, small business support, legal advice, and design and accessibility improvements to the Visitacion Valley Hub.

³ Supportive services include stipends, wages, incentives, and "other barrier removal costs," such as uniforms, tools, interview attire, and other necessary expenses to help a participant secure or retain employment.

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**SECOND AMENDMENT
TO GRANT AGREEMENT**

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**BAY AREA COMMUNITY RESOURCES, INC.
FSP CONTRACT NUMBER: 1000026242**

COVID RESPONSE RESOURCE HUB COORDINATOR

This AMENDMENT (the “Amendment”) of the **NOVEMBER 21, 2022 Grant Agreement** (the "Agreement") is dated as of **MAY 23, 2024** and is made in the City and County of San Francisco, State of California, by and between **BAY AREA COMMUNITY RESOURCES, INC., a California nonprofit public benefit corporation** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) #223, Program Area W: COVID Response Resource Hub Coordinator, issued on April 19, 2022, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the City’s Board of Supervisors adopted Resolution No. **XXX-XX** on **DATE**, approving a Second Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “First Resolution”) and

WHEREAS, the City and Grantee intended for this Amendment to start on **FEBRUARY 1, 2024**; and

WHEREAS, the City and Grantee are just now executing this Amendment due to administrative related delays; and

WHEREAS, the City and Grantee, each by their conduct, initiated their contractual relationship consistent with the terms and conditions of the Agreement, despite the delayed execution; and

WHEREAS, the City and Grantee intend for the Agreement to cover the period of **JULY 1, 2022** to **JUNE 30, 2025**, despite this delay; and

WHEREAS, Grantee has submitted to the Department the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued relationship and modify the Agreement to **extend the performance period, increase the**

contract amount, update the scope, update standard contractual clauses, update invoicing and payment instructions, and add permitted subgrantees on the terms and conditions set forth herein; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. **Agreement.** The term “Agreement” shall mean that certain Agreement dated **NOVEMBER 21, 2022** between Grantee and City, as amended by the:

First Amendment, dated October 1, 2023.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) **Section 3.2.** Section 3.2 (“Duration of Term”) of the Grant Agreement currently reads as follows:

“3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.2, Such term shall end on **JUNE 30, 2024**, unless earlier terminated as otherwise provided herein.”

Such section is hereby deleted and replaced in its entirety to read as follows:

“3.2 Duration of Term. The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.1. Such terms shall end on **JUNE 30, 2025**, unless earlier terminated as provided herein.”

(b) **Section 5.1.** Section 5.1 (“Maximum Amount of Grant Funds”) of the Grant Agreement currently reads as follows:

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY NINE** Dollars (**\$9,999,999**) during the Term of the Agreement.”

*Such section is hereby amended to read as follows (changes in **bold**):*

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **FOURTEEN MILLION SEVEN HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED NINETY NINE** Dollars (**\$14,779,999**) during the Term of the Agreement..”

(c) **Section 12.1.** Section 12.1 (“Proprietary or Confidential Information of City”) of the Grant Agreement is hereby deleted and replaced in its entirety to read as follows:

“12.1 **Proprietary or Confidential Information.** 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, or be provided to Grantee by individuals or organizations in the course of Grantee’s performance under this Agreement, and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all information disclosed to Grantee under this Agreement 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. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all confidential data given to or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data.”

(d) **Section 16.21.** Section 16.21 (“Compliance with Other Laws”) of the Grant Agreement is hereby amended in its entirety to read as follows (changes in **bold**):

“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.”**

(e) **Appendix A.** Appendix A, Budget, of the Grant Agreement, and Appendix A-1, Budget, of the First Amendment, display the original total amount of **\$9,999,999.**

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

- (g) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

- (h) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement lists the permitted subgrantees.

Such section is hereby amended to add Appendix E-1, which is attached hereto and incorporated herein by this reference and lists the additional subgrantees to be permitted under this Amendment.

4. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **February 1, 2024.**

5. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY:

**CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and
through its OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

GRANTEE:

**BAY AREA COMMUNITY RESOURCES,
INC.**, a California nonprofit public benefit
corporation

By: \s3\

\n3\

Merrick Pascual
Chief Financial Officer

Approved as to Form:

David Chiu
City Attorney

BY: \S1\

\N1\

Print Name: **Don Blasky**

Title: Chief Program Officer

Federal Tax ID #: 94-2346815

City Supplier Number: 0000024637

By: \s2\

\n2\

Mary Kamikihara
Deputy City Attorney

Appendix A-1 Budget

FY2023-2024 Additional Budget (~\$1.68M) *Additional Operating Costs and Participant Expenses*

Operating Costs			
Subcategory	Budget Line Item		
Equipment	Lease & Maintenance		\$ 3,500.00
Equipment	Purchase (Furnishings)		\$ 39,500.00
Facilities	Rent (main facility)		\$ 4,463.00
Indirect/Fees	Indirect Rate - Non-Federal		\$ 168,000.00
Office Supplies	Office Supplies		\$ 20,000.00
Program Supplies	Program Supplies		\$ 70,000.00
Other	Consultant/Contractor 1	Mission Language and Vocational School	\$ 671,778.34
Other	Consultant/Contractor 5	Open Door Legal	\$ 82,000.00
Other	Consultant/Contractor 6	Hands and Heinz Construction	\$ 5,933.34
Telecommunication	Cell Phone fees		\$ 5,100.00
Utilities	Gas/Electric/Water/Utilities		\$ 1,900.00
Supportive Services	Stipends/Wages/Incentives		\$ 150,000.00
Supportive Services	Other Barrier Removal Costs		\$ 457,826.32
	Totals		\$ 1,680,001.00

FY2024-2025 Budget (\$3.1M)
Staff Salaries/Fringe

Subcategory	Staff Last Name & Title	% of staff person budgeted to grant	Local General Funds
Personnel	Hub Director - Maritza Gomez	100%	\$ 95,000.00
Personnel	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Personnel	Excelsior Resource Hub Manager - Nancy Hernandez	50%	\$ 40,000.00
Personnel	Education Hub Manager - Nadia Faafiu	75%	\$ 85,000.00
Personnel	Education Family Advocate - Susana Hernandez	77%	\$ 35,840.00
Personnel	Education Family Advocate - Mariela Gallardo	63%	\$ 22,400.00
Personnel	Education Services Coordinator - Layhing Reyes	90%	\$ 52,416.00
Personnel	Manager of Case Management and Public Benefits - Mario Flores	100%	\$ 82,000.00
Personnel	Case Manager - Jackelyne Carillo	100%	\$ 67,000.00
Personnel	Workforce Manager - Jenny Robles	69%	\$ 32,000.00
Personnel	Career Coach - Everardo Velasquez	100%	\$ 67,000.00
Personnel	Career Coach - Sebastian Tambo Vargas	90%	\$ 58,240.00
Personnel	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Personnel	Housing Unit Coordinator - Ana Plaza	100%	\$ 37,500.00
Personnel	Housing Specialist - Ana Ruth Valle	90%	\$ 52,416.00
Personnel	Housing Specialist - Nathalia Bedoya	100%	\$ 58,240.00
Personnel	Public Benefits Specialist - Carolina Ortiz	100%	\$ 52,000.00
Personnel	Public Benefits Specialist - Dara Montejo	100%	\$ 28,334.00
Personnel	Intake Lead - Zyrria Rosales	100%	\$ 58,240.00
Personnel	Intake Lead - Sabine Pimentel	100%	\$ 58,240.00
Personnel	Intake - Kali Aroche	63%	\$ 36,400.00
Personnel	Hub Support Specialist - Yuri Velasquez	30%	\$ 16,000.00
Personnel	Intake Specialist - Hector Rosales	100%	\$ 54,080.00
Personnel	Hub Support Specialist - Jose Emmanuel Marquez Ayala	60%	\$ 31,200.00
Personnel	Driver and Logistics Specialist - Carlos Aroche	80%	\$ 43,264.00
Personnel	Manager of Outreach and Community Engagement - Agustin Angel	75%	\$ 54,600.00
Personnel	Estefania Lopez, LTF Internship Manager	49%	\$ 20,000.00
Personnel	Pacific Islander Hub Manager - Ana Mahina	80%	\$ 58,240.00
Personnel	Education Family Advocate - Asipiesionau Finau (D10/Hut)	100%	\$ 58,240.00
Personnel	SALLT Program Facilitator - Faafete Ia	38%	\$ 19,500.00
Personnel	SALLT Program Facilitator - Mereta Seelua	38%	\$ 19,500.00
Personnel	Sr. Case Manager - Jada Geraldine Rodriguez	61%	\$ 67,000.00
Total budgeted FTE (column E)			
Total staff salaries by activity (columns F - Z)		10.73	\$ 1,545,170.00
Subcategory	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	
Personnel	all fringe combined	25%	\$ 386,292.50

FY2024-2025 Budget (\$3.1M)
Other Staff Expenses, Operating Costs, and Participant Expenses

Subcategory	Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	
Staff Expenses	Staff Development		\$ 15,000.00
Staff Expenses	Staff Travel/Mileage/Per Diem		\$ 4,487.50
		Total Staff Expenses	\$ 1,950,950.00
Operating Costs			
Subcategory	Budget Line Item		
Equipment	Lease & Maintenance		\$ 6,200.00
Equipment	Purchase (Computer/IT)		\$ 6,000.00
Facilities	Rent (auxillary space)		\$ 126,500.00
Indirect/Fees	Indirect Rate - Non-Federal		\$ 310,000.00
Office Supplies	Office Supplies		\$ 6,000.00
Program Supplies	Program Supplies		\$ 12,000.00
Other	Consultant/Contractor 1	Mission Language and Vocational School	\$ 357,350.00
Other	Consultant/Contractor 3	Good Samaritan Family Resource Center	\$ 116,000.00
Other	Consultant/Contractor 4	Mission Economic Development Agency	\$ 50,000.00
Other	Food/Meals		\$ 12,000.00
Telecommunication	Telephone/Fax/Internet		\$ 15,000.00
Utilities	Gas/Electric/Water/Utilities		\$ 12,000.00
		Subtotal Operating expenses	\$ 1,029,050.00
		Percentage of Op expenses budgeted by fund and activity	
Supportive Services	Stipends/Wages/Incentives		\$ 48,000.00
Supportive Services	Other Barrier Removal Costs		\$ 72,000.00
	Subtotals		Total GF
	Totals		\$ 3,100,000.00

Appendix B-2
Definition of Grant Plan
Bay Area Community Resources, Inc.

The term “Grant Plan” shall mean

I. Purpose of Grant

COVID Response Resource Hubs Coordinator – Overview:

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies and community-based organizations for information, referral and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network depending on an individual’s needs.

Resources and referrals include (but not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aid assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Bayview, Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD.

Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Bayview, Excelsior, Mission, and Visitacion Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the district, signing up for after-school programming, case management coordination at school campuses, etc.)

Bayview, Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in-need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110

Bayview Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124

Excelsior Hub: 4834 Mission St., San Francisco, CA 94112

Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Bayview, Excelsior, Mission, and Visitation Valley Hubs:

Activity	PY 23-25 Goal	Description
Total Potential Participants for Intake and Assessments	14,300	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	14,300	Number of participants enrolled in services
Total Potential Participants Provided Support Services	14,300	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Bayview, Excelsior, Mission and Visitation Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Bayview, Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including: operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that is in compliance with OEWD's specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*
 - i. *Participants provided with intake and assessment*
 - ii. *Participants enrolled*
 - iii. *Participants provided Supportive services*
 - iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

6. Reporting Requirements

All monthly invoice packages should be submitted to:

Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103
oezd.ap@sfgov.org

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*
2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance

4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix C Invoicing and Payment Instructions

Suppliers eligible to invoice via eSettlements may submit invoices online, via the SF Supplier Portal. To submit invoices for this project, log into the SF Supplier Portal at the following link:
<https://sfcitypartner.sfgov.org/pages/BS3/login.aspx>

Job aids describing the eSettlements invoicing process can be found at the following site:

<https://sfcitypartnersupport.sfgov.org/support/solutions/folders/11000080783>

Invoicing Instructions:

- I. Grantee will submit a monthly invoice within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. The invoice shall include a coversheet (below), summarizing all costs included in that month's invoice, and a PDF file that includes all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager). Only one invoice should be submitted per month. These documents must be submitted electronically in the SF Supplier Portal.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final invoice which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final invoice. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: All deliverables must be approved by the PM in writing on or before the term end date.**
- V. OEWD may change the invoice submission method at its discretion by notifying Grantee in writing.
- VI. Acquisition and Disposition of Nonexpendable Property

Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.
- VII. By submitting each monthly invoice, Supplier certifies that:

- (a) The total amount of funds requested pursuant to the invoice will be used to pay Eligible Expenses, as set forth in Appendix A of the Agreement. Supplier has attached true and correct copies of all required documentation of such Eligible Expenses.
- (b) After giving effect to the disbursement requested pursuant to the Invoice, the grant funds disbursed as of the date of the disbursement will not exceed the maximum amount set forth in Appendix A of the Agreement.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing;
- (e) The person submitting the request through the City's approved electronic submission system is duly authorized to submit the invoice on behalf of Supplier, and;
- (f) Supplier certifies compliance with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
- (g) Supplier certifies compliance with the requirements of the Health Care Security Ordinance, which entitles Covered Employees to certain health benefits.
- (h) Supplier is not suspended, debarred or otherwise excluded from participation in federal, state or local assistance programs.

Appendix E-2 – Permitted Subgrantees

Open Door Legal



Grant Agreement Amendment – BACR Resource Hub Coordinator

Ken Nim, Interim Director of Workforce
Development

Introduction and Background on the Grant

- ❖ First implemented during the pandemic – emergency response and essential services
- ❖ Variety of support, intake, assessment, and referral services targeted to low-income and vulnerable communities
- ❖ Primary Grantee: Bay Area Community Resource (BACR) directed by Latino Task Force
- ❖ Resource Hub Sites: 4 locations in target neighborhoods – Bayview, Excelsior, Mission, and Visitacion Valley
- ❖ Point of Entry Access - public workforce system, affiliated government agencies, and community-based partners
 - ❖ Employment and job placement, sector trainings, post-secondary education services, unemployment insurance, housing, public benefits, food and transportation assistance
- ❖ Transitioned from COVID response to ongoing economic recovery needs

Resource Hubs Grant Impact

- ❖ Served approximately 10,000 clients annually across all four neighborhoods in FY22 and FY23 (8,000 clients in FY24 - reduced funding)
- ❖ Highest concentration of clients resides in hub neighborhoods
 - ❖ 20% Outer Mission, Excelsior, OMI
 - ❖ 16% from the Bayview
 - ❖ 21% from the Mission
 - ❖ 8% from Visitacion Valley.
- ❖ Provided 3,500+ one-time direct payments to qualified families (\$1,000)

Request for Amendment Approval

- ❖ Increase the contract amount by \$4,780,000 for a total not-to-exceed amount of \$14,779,999 for the period of July 1, 2022 through June 30, 2025
- ❖ The agreement is an extension of existing services and the resolution prevents a gap in service
- ❖ BACR selected through RFP in November 2022 (original agreement)
 - ❖ First amendment to grant in October 2023 (increased to \$9,999,999)

Thank You



**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

BAY AREA COMMUNITY RESOURCES, INC.
FSP Contract Number: 1000026242

THIS GRANT AGREEMENT (“Agreement”) is made as of **NOVEMBER 21, 2022**, in the City and County of San Francisco, State of California, by and **BAY AREA COMMUNITY RESOURCES, INC.**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **COVID-RESPONSE RESOURCE HUBS COORDINATOR** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through COVID-19 Resource Hubs. The ongoing COVID-19 pandemic and relative variants continue to present many challenges to San Franciscans on the path to an equitable economic recovery. Resource Hubs will connect residents to essential services in San Francisco to build back better; and

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through a Request for Proposals (“RFP”) 223, Program Area W, issued on April 19, 2022 in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the City and Grantee intended for this Agreement to start on **JULY 1, 2022**; and

WHEREAS, the City and Grantee are just now executing this Agreement due to COVID-19 and administrative related delays; and

WHEREAS, the City and Grantee, each by their conduct, initiated their contractual relationship consistent with the terms and conditions of this Agreement, despite the delayed execution; and

WHEREAS, the City and Grantee intend for this Agreement to cover the period of **JULY 1, 2022** to **JUNE 30, 2023**, despite this delay; and

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.

1.4 Order of Precedence. Grantee agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Grantee’s proposal dated May 19, 2022. The RFP and Grantee’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Grantee’s proposal. If the Appendices to this Agreement include any standard printed terms from the Grantee, Grantee agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Grantee’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Grantee’s proposal, and Grantee’s printed terms, respectively.

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 **JULY 1, 2022** and expire on **JUNE 30, 2023**, 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 Grantee's 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. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION SIX HUNDRED THOUSAND** Dollars (**\$6,600,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

Contingent Amount: "Contingent Amount" shall mean an amount not to exceed **\$1,650,000** in the City's sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to

the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$8,250,000**.

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**.

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 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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: **CITY & COUNTY OF SAN FRANCISCO**
OFFICE OF ECONOMIC AND WORKFORCE
DEVELOPMENT
1 SOUTH VAN NESS AVE., 5TH FLOOR
San Francisco, CA **94103**
Attn: **CONTRACTS AND GRANTS UNIT**
Email: **OEWD.AP@SFGOV.ORG**

If to Grantee: **BAY AREA COMMUNITY RESOURCES, INC.**
171 CARLOS DRIVE
SAN RAFAEL, CA 94903
ATTN: MARTIN WEINSTEIN, CHIEF EXECUTIVE
OFFICER
EMAIL: MWEINSTEIN@BACR.ORG

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; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity,

domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

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. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

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) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, 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 Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’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. Chapter 12T 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 Contractor Vaccination Policy. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in the Contractor Vaccination Policy.

A Contract as defined in the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

Grantee has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Agreement is (or becomes) a Contract as defined in the Contractor Vaccination Policy, Grantee agrees that:

(1) Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds; and

(2) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

16.21 Compliance with Other Laws. 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.

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, Invoicing and Payment Instructions
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees

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.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties

Article 7	Taxes	Article 12	Disclosure of Information and Documents
Article 8	Representations and Warranties	Section 13.4	Grantee Retains Responsibility.
Article 9	Indemnification and General Liability	Section 14.3	Consequences of Recharacterization.
Section 10.4	Required Post-Expiration Coverage.	This Article 17	Miscellaneous

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

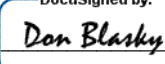
CITY

**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

GRANTEE:

**BAY AREA COMMUNITY RESOURCES,
INC.,** a California nonprofit public benefit corporation

By:  DocuSigned by:
Kate Sofis E98E00C52682407...
Executive Director

By:  DocuSigned by:
Don Blasky F8EAF6706FAF483...
Print Name: **Don Blasky**


Title: Chief Program Officer

Approved as to Form:

Federal Tax ID #: 94-2346815

David Chiu
City Attorney

City Supplier Number: 0000024637

By:  DocuSigned by:
Victoria Wong 537B9CB67A4F4D8...
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 (no advances of Grant Funds shall be made unless agreed to in writing between both parties);
- (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.

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.

Project Budget

Subcategory	Budget Line Item	Staff Last Name & Title	% of staff person budgeted to grant	General Fund
Personnel	Staff 1	Manager of Case Management - Maritza Arguello	100%	\$ 81,000.00
Personnel	Staff 2	Hub Specialist - Jose Emmanuel Marquez Ayala	65%	\$ 33,800.00
Personnel	Staff 3	Driver and Logistics Specialist - Carlos Aroche	75%	\$ 39,000.00
Personnel	Staff 4	Intake Lead - Nelida Barraza	100%	\$ 58,240.00
Personnel	Staff 5	Excelsior Resource Hub Coordinator - Alma Castellanos	100%	\$ 62,400.00
Personnel	Staff 6	Education Coordinator - Jacqueline Chavez	65%	\$ 33,600.00
Personnel	Staff 7	Case Manager - Jackelyne Carillo	100%	\$ 63,000.00
Personnel	Staff 8	Case Manager - Olivia Franco	100%	\$ 63,000.00
Personnel	Staff 9	Senior Resource Hub Manager - Maritza Gomez	100%	\$ 85,000.00
Personnel	Staff 10	Pacific Islander Hub Coordinator - Ana Mahina	100%	\$ 57,600.00
Personnel	Staff 11	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Personnel	Staff 12	Mission Resource Hub Coordinator - Greta Garcia	100%	\$ 38,506.66
Personnel	Staff 13	Education Coordinator - Mariela Gallardo	17%	\$ 29,033.00
Personnel	Staff 14	Intake Lead - Sofia Gutierrez	50%	\$ 29,120.00
Personnel	Staff 15	Excelsior Resource Hub Manager - Nancy Hernandez	100%	\$ 72,800.00
Personnel	Staff 16	Case Manager - Cynthia Howard	100%	\$ 63,000.00
Personnel	Staff 17	Intake Lead - Susana Hernandez	88%	\$ 51,432.00
Personnel	Staff 18	Career Coach - Joshua Bermudez Hernandez	50%	\$ 31,000.00
Personnel	Staff 19	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Personnel	Staff 20	Housing Unit Manager - Sharon Herrera	100%	\$ 72,916.66
Personnel	Staff 21	Housing Specialist - Ana Ruth Valle	100%	\$ 58,240.00
Personnel	Staff 22	Public Benefits Coordinator - Andrea Rustrian	100%	\$ 5,970.00
Personnel	Staff 23	Public Benefits Specialist - Jocelyn Silezar	87%	\$ 45,000.00
Personnel	Staff 24	Public Benefits Specialist - Dara Montejo	50%	\$ 26,000.00
Personnel	Staff 25	Hub Specialist - Velasquez, Yuri	30%	\$ 15,600.00
Personnel	Staff 26	Manager of Outreach and Community Engagement	87%	\$ 63,699.93
Personnel	Staff 27	Estefania Lopez, LTF Internship Coordinator	50%	\$ 35,000.00
Personnel	Staff 28	Hub Relief Coordinator - Samantha Barillas	4%	\$ 2,577.00
Personnel	Staff 29	Education Manager - Ileana Moncada	17%	\$ 14,141.00
Personnel	Staff 30	Education Coordinator - Daysi Martinez	68%	\$ 2,212.75

Budget continued on next page.

Personnel	Staff 31	Housing Recruiter - Kimberly Ornelas	50%	\$	26,000.00
Personnel	Staff 32	Housing Coordinator - Ana Plaza	100%	\$	64,706.66
Personnel	Staff 33	Public Benefits Specialist - Connie Xotchil Pena	50%	\$	26,000.00
Personnel	Staff 34	Workforce Manager - Jenny Robles	75%	\$	54,562.00
Personnel	Staff35	Intake Lead - Zyrria Rosales	77%	\$	44,800.00
Personnel	Staff 36	Hub Specialist - Hector Rosales	40%	\$	20,800.00
Personnel	Staff 37	Pacific Islander Hub Manager - Gaynor Siataga	100%	\$	72,800.00
Personnel	Staff 38	Housing Negotiator - Alexia Saavedra	10%	\$	5,805.90
Personnel	Staff 39	Education Manager -		\$	-
Personnel	Staff 40	Intake Lead - Esperanza Tirrez	80%	\$	46,592.00
Personnel	Staff 41	Education Family Advocate - TBD	100%	\$	29,120.00
Personnel	Staff 42	Education Family Advocate - TBD	83%	\$	29,120.00
Personnel	Staff 43	Education Family Advocate - TBD	83%	\$	29,120.00
Personnel	Staff 44	Case Manager - Nelly Vasquez	100%	\$	63,000.00
Personnel	Staff 46	Career Coach - Everardo Velasquez	100%	\$	58,240.00
Personnel	Staff 47	SALLT Program Facilitator	25%	\$	14,400.00
Personnel	Staff 48	SALLT Program Facilitator	25%	\$	14,400.00
	Total budgeted FTE (column E)				
	Total staff salaries by activity (columns F - Z)		33.21	\$	1,917,635.56
Subcategory	Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	\$	-
Personnel	Fringe benefits	all fringe combined		\$	479,408.89
Staff Expenses	Staff Development			\$	38,000.00
Staff Expenses	Staff Travel/Mileage/Per Diem			\$	2,200.00
		Total Staff Expenses		\$	2,437,244.45

Budget continued on next page.

Operating Costs				
Subcategory	Budget Line Item			
Equipment	Lease & Maintenance			\$ 6,200.00
Equipment	Purchase (Furnishings)			\$ 2,600.00
Equipment	Purchase (Computer/IT)			\$ 10,000.00
Facilities	Rent (main facility)			\$ 126,500.00
Indirect/Fees	Indirect Rate - Non-Federal			\$ 660,000.00
Office Supplies	Office Supplies			\$ 30,000.00
Program Supplies	Classroom Supplies			\$ 40,715.00
Other	Sub-Contract 1	MLVS		\$ 1,446,197.00
Other	Sub-Contract 2	YCD		\$ 160,000.00
Other	Sub-Contract 3	Good Sam		\$ 150,000.00
Other	Sub-Contract 4	Rafiki Coalition		\$ 150,000.00
Other	Sub-Contract 5	MEDA		\$ 150,000.00
Other	Food/Meals			\$ 14,000.00
Telecommunication	Cell Phone fees			\$ 13,000.00
Telecommunication	Telephone/Fax/Internet			\$ 2,500.00
Utilities	Gas/Electric/Water/Utilities			\$ 8,500.00
		Subtotal Operating expenses		\$ 2,970,212.00
Supportive Services	Stipends/Wages/Incentives			\$ 520,000.00
Supportive Services	Other			\$ 672,543.55
	Subtotals			Total GF
	Totals			\$ 6,600,000.00

Appendix B--Definition of Grant Plan COVID-Response Resource Hub Coordinator

The term “Grant Plan” shall mean

I. Purpose of Grant

COVID-Response Resources Hubs Overview

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through COVID-19 Resource Hubs. The ongoing COVID-19 pandemic and relative variants continue to present many challenges to San Franciscans on the path to an equitable economic recovery. Resource Hubs will connect residents to essential services in San Francisco to build back better.

The Resource Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies and community-based organizations for information, referral and delivery of essential services. The Resource Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network depending on an individual’s needs. Resources and referrals include (but not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aide assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Outreach and Recruitment Provider will implement outreach and recruitment strategies to increase awareness of Resource Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers that have been impacted by COVID-19. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD. Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ participation in Resource Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants need for essential services, Provider must successfully refer and directly connect individuals to identified services must provide participant and information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but not limited to) the following:

- Family Relief Fund
- Housing
- Unemployment Insurance
- Public Benefits
- Mental Wellness
- Legal Services
- Transportation Assistance
- Post-Secondary Education
- COVID Testing
- Personal Protective Equipment

Bayview, Excelsior, Mission, and Visitacion Valley Resource Hub Supportive Services

Supportive Services: Provider will facilitate, distribute and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in-need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Resource Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110

Bayview Resource Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124

Excelsior Resource Hub: 4834 Mission St., San Francisco, CA 94112

Visitacion Valley Resource Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Bayview, Excelsior, Mission, and Visitacion Valley **Resource Hubs**:

Activity	Annual Goal	Description
Total Potential Participants for Intake and Assessments	12,000	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	12,000	Number of participants enrolled in services
Total Potential Participants Provided Support Services	12,000	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Bayview, Excelsior, Mission and Visitacion Valley Resource Hub Data and Evaluation

The Provider will utilize an OEWD standardized form, “Resource Hub Intake Assessment Tool” for eligibility criteria and proof of San Francisco Residence and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Bayview, Excelsior, and Mission Resource Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including: operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that is in compliance with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*
- b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*
 - i. *Participants provided with intake and assessment*
 - ii. *Participants enrolled*
 - iii. *Participants provided Supportive services*

iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:
 Grant Coordination Team
 Office of Economic and Workforce Development (OEWD)
 1 South Van Ness Avenue 5th Floor,
 San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*
2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:

- a. Budgeted amount (per contract budget or modification)
- b. Expenses for invoice period
- c. Expenses year-to-date
- d. % of budget expended
- e. Remaining balance

4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.

5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convening's. Participation in appropriate (optional and mandatory) Capacity Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix C - Invoicing and Payment

- I. Contractor will submit all bills, invoices, performance reports and related backup documentation within 10 days after the month of service through the online electronic reporting system Total Grants Solution (TGS).
- II. Invoices shall include actual and accrued expenditures incurred during the month, unless otherwise specified.
 - A. Expenses shall be billed against appropriate and available budget line items as seen in TGS 7c2 by fund sources and service activities following the agency's cost allocation basis.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor's proposal and required in the contract.
 - C. Personnel expenditures will show position detail as required in 7c2 to include first and last name, position title, and percentage of FTE.
 - D. Invoices shall be electronically submitted by the Organizational Administrator. Agencies shall maintain their own list of authorized users (including level of permission) in the agency information section of TGS. This includes setting up new users, deactivating users, and adjusting permissions as appropriate.
 - E. All supporting documentation shall be uploaded onto TGS 7c2 and submitted with the invoice. In addition, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, receipts for purchases and expenses incurred, printout from the General Ledger of expenses (for regular expenses e.g.: rent, utilities, phone lines) and payroll records. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise.

Documentation should be uploaded and submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice and for any non-recurring expenditures (e.g. equipment purchases) and/or items that are unusually high in a specific month. Contractor shall supply additional specific documentation when requested by OEWD. Payroll information can be from a payroll service or a payroll ledger from the Contractor's accounting system.
- III. Failure to submit required reports by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the invoice may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.

- IV. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the invoice and all billing information set forth above.
- V. Contractor shall be prepared to submit a final cost reimbursement invoice which reconciles all charges for the program year in addition to covering the charges incurred for the final month of the contract term. If a refund is due OEWD, it must be submitted with the final invoice. OEWD will inform contractor of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. Contractor will prepare an annual report in consultation with OEWD.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.
 - B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.
 - C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program 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.
- VII. Prior Written Approval
 - A. Nonexpendable property or equipment, including the purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services, with a per-unit single or cumulative cost totaling \$5000 or more within a twelve-month period and a useful life of more than one year ("Nonexpendable Personal Property"), of which a percentage of the cost is funded with federal sources, shall not be purchased unless granted prior approval. Prior approval is granted by the master funding agency (e.g. Department of Labor, or CA State of Employment Development Department). Grantees should anticipate equipment needs in order to submit requests early to account for the multiple required approvals. Expenses

may not be approved if items are purchased prior to the pre-approval being secured. Approval of budget plans that include equipment purchases DOES NOT constitute approval of the equipment request. Requests for pre-approvals shall be submitted to OEWD using the preapproval request form and process located on OEWD's Workforce Development Division's Directives website. If an approval letter is issued, funds can be used for purchases and the approval letter shall be included as invoice backup when grantee submits for billing. If a letter not approving a request for purchases is issued, the letter will specify the reason for the disapproval. If the request is not approved and/or an approval letter is not submitted with the monthly invoice to OEWD and equipment/property is billed, then the expenses may be disallowed.

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

Mission Language and Vocational School (MLVS)

Young Community Developers (YCD)

Good Samaritan

Rafiki Coalition for Health and Wellness

Mission Economic Development Agency (MEDA)

**FIRST AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
BAY AREA COMMUNITY RESOURCES, INC.**

COVID-RESPONSE RESOURCE HUBS

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **October, 2023**, in San Francisco, California, by and **between BAY AREA COMMUNITY RESOURCES, INC., a California Non-Profit Public Benefit Corporation** located at **171 Carlos Drive, San Rafael, California, 94903**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below);

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) 223, Program Area W: COVID Response Resource Hub Coordinator, issued on April 19, 2022, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the term of the Agreement expired as of **JUNE 30, 2023**; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, and update subgrantees** on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term “Agreement” shall mean that certain Agreement dated **November 21, 2022** between Grantee and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) Article 3.2. Duration of Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on **JULY 1, 2022** and expire on **JUNE 30, 2023**, 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.

Such section is hereby amended and restated in its entirety to read as follows:

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.2. Such term shall end on **JUNE 30, 2024**, unless earlier terminated as provided herein.

- (b) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION SIX HUNDRED THOUSAND** Dollars (**\$6,600,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,650,000** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$8,250,000.**”

Such section is hereby amended and restated in its entirety to read as follows:

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE** Dollars (**\$9,999,999**) during the Term of the Agreement.”

- (c) **Section 16.20. of the Agreement is amended and restated in its entirety to read as “Reserved”.**

- (d) **Section 16.21 Compliance with Applicable Law.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

“16.21. Compliance with Other Laws. 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 laws and regulations. Grantee agrees to maintain its good standing as a

corporation, nonprofit, LLC, partnership, JV, or similar legal entity at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement."

- (e) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,600,000**.

Such section is hereby amended to add Appendix A-I, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby amended to add Appendix B-I, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (g) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement lists the permitted subgrantees.

Such section is hereby superseded in its entirety by Appendix E-I, which is attached hereto and incorporated herein by this reference and lists the subgrantees to be permitted under this Amendment.

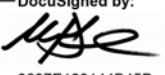
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **JULY 1, 2023**.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
By: 
8687E129144B45D...
Merrick Pascual
Merrick Pascual
Chief Financial Officer

GRANTEE:

By signing this Amendment, I certify on behalf of
Grantee and not in my individual capacity that
Grantee complies with the requirements of the
Minimum Compensation Ordinance, which entitle
Covered Employees to certain minimum hourly
wages and compensated and uncompensated time
off.

**BAY AREA COMMUNITY RESOURCES,
INC.,** a **California** nonprofit public benefit
corporation

DocuSigned by:
By: 
F8EAF6706FAF483...
Don Blasky
Name: **Don Blasky**


Title: Chief Program Officer

Federal Tax ID Number: 94-2346815

City Supplier Number: 0000024637

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: 
B6537502D8EC420...
Mary Kamikihara
Mary Kamikihara
Deputy City Attorney

Appendix A-1 Budget

Budget Line Item	Staff Last Name & Title	% of staff person budgeted to grant	General Fund
Staff 1	Hub Director - Maritza Gomez	100%	\$ 94,167.00
Staff 2	Mission Resource Hub Manager - Alondra Gallardo	100%	\$ 72,800.00
Staff 3	Excelsior Resource Hub Manager - Nancy Hernandez	50%	\$ 40,000.00
Staff 4	Education Hub Manager - TBD	75%	\$ 60,000.00
Staff 5	Education Family Advocate - Susana Hernandez	77%	\$ 44,800.00
Staff 6	Education Family Advocate - Mariela Gallardo	63%	\$ 36,400.00
Staff 7	Education Family Advocate - Jacqueline Chavez	10%	\$ 5,600.00
Staff 8	Education Family Advocate - TBD (Excelsior)	77%	\$ 44,800.00
Staff 9	Education Services Coordinator - Layhing Reyes	100%	\$ 58,240.00
Staff 10	Manager of Case Management and Public Benefits - Maritza Arguello	100%	\$ 82,000.00
Staff 11	Case Manager - Olivia Franco	75%	\$ 48,360.00
Staff 12	Case Manager - Jackelyne Carillo	100%	\$ 64,480.00
Staff 13	Case Manager - Brenda Walker	12%	\$ 8,060.00
Staff 14	Case Manager - TBD	75%	\$ 48,360.00
Staff 15	Workforce Manager - Jenny Robles	69%	\$ 55,000.00
Staff 16	Career Coach - Everardo Velasquez	100%	\$ 64,480.00
Staff 17	Career Coach - Sebastian Tambo Vargas	90%	\$ 52,640.00
Staff 18	Career Coach - Kimberly Ornelas	100%	\$ 57,640.00
Staff 19	Career Coach - Cesar Amadeos Oyagata	20%	\$ 12,480.00
Staff 20	Housing Unit Coordinator - Ana Plaza	100%	\$ 36,000.00
Staff 21	Housing Specialist - Ana Ruth Valle	100%	\$ 58,240.00
Staff 22	Housing Specialist - Nathalia Bedoya	96%	\$ 56,000.00
Staff 23	Public Benefits Specialist - Jocelyn Silezar	50%	\$ 26,000.00
Staff 24	Public Benefits Specialist - Dara Montejo	13%	\$ 6,500.00
Staff 25	Public Benefits Specialist - Connie Xotchil Pena	50%	\$ 26,000.00
Staff 26	Intake Lead - Zyrria Rosales	100%	\$ 58,240.00
Staff 27	Intake Lead - Nelida Barraza	100%	\$ 58,240.00
Staff 28	Intake Lead - Sabine Pimentel	100%	\$ 58,240.00
Staff 29	Intake - Kali Aroche	86%	\$ 46,680.00
Staff 30	Hub Support Specialist - Velasquez, Yuri	30%	\$ 15,600.00
Staff 31	Hub Support Specialist - Hector Rosales	40%	\$ 20,800.00
Staff 32	Hub Support Specialist - Jose Emmanuel Marquez Ayala	40%	\$ 20,800.00
Staff 33	Driver and Logistics Specialist - Carlos Aroche	75%	\$ 40,560.00
Staff 34	Driver and Logistics Specialist - Miguel Portillo	6%	\$ 3,600.00

Staff 35	Manager of Outreach and Community Engagement - Agustin Angel	100%	\$ 73,000.00
Staff 36	Estefania Lopez, LTF Internship Manager	49%	\$ 39,323.16
Staff 37	Pacific Islander Hub Manager - Ana Mahina	100%	\$ 60,695.00
Staff 38	Education Family Advocate - Asipesionau Finau (D10/Hut)	100%	\$ 58,240.00
Staff 39	SALLT Program Facilitator - Faafete Ia	38%	\$ 19,500.00
Staff 40	SALLT Program Facilitator - Mereta Seelua	38%	\$ 19,500.00
Total budgeted FTE (column E) Total staff salaries by activity (columns F - Z)		10.83	\$ 1,752,065.16
Budget Line Item	Types of fringe included (eg FICA, SUI, Medical, etc)	Total fringe % budgeted to grant	
Fringe benefits	all fringe combined	0.25	\$ 438,015.29
Staff Development			\$ 18,000.00
Staff Travel/Mileage/Per Diem			\$ 2,500.00
	Total Staff Expenses		\$ 2,210,580.45
Operating Costs			
Budget Line Item			
Lease & Maintenance			\$ 6,200.00
Purchase (Furnishings)			\$ 2,600.00
Purchase (Computer/IT)			\$ 6,000.00
Rent (main facility)			\$ 126,500.00
Indirect Rate - Non-Federal			\$ 340,000.00
Office Supplies			\$ 9,000.00
Program Supplies			\$ 30,000.00
Sub-Contract 1	Mission Language and Vocational School		\$ 93,400.00
Sub-Contract 2	Young Community Developers		\$ 160,000.00
Sub-Contract 3	Good Samaritan		\$ 116,000.00
Sub-Contract 4	Mission Economic Development Agency		\$ 100,000.00
Food/Meals			\$ 18,000.00
Cell Phone fees			\$ 13,000.00
Gas/Electric/Water/Utilities			\$ 11,000.00
	Subtotal Operating expenses		\$ 1,031,700.00
Stipends/Wages/Incentives			\$ 65,000.00
Other Barrier Removal Costs			\$ 92,718.55
Subtotals			Total GF
Totals			\$ 3,399,999.00

Appendix B-1--Definition of Grant Plan Community Economic Recovery Hubs

The term “Grant Plan” shall mean

I. Purpose of Grant

Community Economic Recovery Hubs Overview

In order to sustain efforts to better assist residents impacted by COVID-19, OEWD will partner with local community-based organizations to provide a variety of support and referral services targeted to low-income, and vulnerable communities through Community Economic Recovery Hubs. Hubs will connect residents to essential services in San Francisco to build back better.

The Hub network is charged with being a point of entry into the public workforce system, affiliated government agencies and community-based organizations for information, referral and delivery of essential services. The Hub network will support individuals with light-touch services from intake, assessment, and referrals to address their immediate needs and directly connect them with essential services. The Provider will deliver in-house services, where applicable, and partner with the broader workforce system and the social assistance network depending on an individual’s needs.

Resources and referrals include (but not limited to): Family Relief funds, COVID testing information, vaccine administration, employment and training, personal protective equipment, housing, unemployment insurance information, public-aide assistance, mental wellness, legal services, transportation assistance, and post-secondary education information.

1. Outreach and Recruitment

Bayview, Excelsior, Mission, and Visitacion Valley Hub Outreach and Recruitment

Provider will implement outreach and recruitment strategies to increase awareness of Hub services available and identify appropriate/eligible participants to be enrolled in services, including low-income, unemployed, underemployed, and dislocated workers. Standard marketing tools such as brochures, speakers, ads, and flyers should be created and utilized to attract individuals eligible for services.

Providers may receive participant referrals from OEWD, other workforce system Providers, and partnering agencies under an agreed-upon referral process. Outreach and recruitment efforts should be coordinated with other partners in the workforce system, including OEWD-funded programs and other stakeholders.

2. Assessment and Intake

Assessment: Providers must assess each participant to determine immediate needs to prepare for resource referrals and supportive services.

Intake: Provider must work with potential participants to determine eligibility, complete intake form that will inform assessment of needs. These and any additional forms required to facilitate or provide services must be completed and entered into data tracker provided by OEWD.

Enrollment into services establishes that Provider has documentation of potential participant’s eligibility and has determined individuals’ participation in Hub service. Participation eligibility is not limited to residency within one of the three designated neighborhoods. All documents must be signed, where applicable, and kept in the case file, including electronic documents.

3. Services and Referral to Workforce Connection, Essential Resources and Services and Supportive Services

Bayview, Excelsior, Mission, and Visitacion Valley Hub Referrals to Workforce System, Essential Services, and Resources

Workforce Connection Referrals: For those participants that require workforce connection referrals, Provider must successfully refer and connect individuals to required services. Referral services must provide participant with information on how to access services within and across Providers and the larger workforce system. Referral services must include guided referral to services and workforce programs for which individuals are eligible and prepared and which are most appropriate to their goals, abilities and needs, based on the results of intake and assessment.

- General Employment and Job Placement Assistance
- Sector Trainings
- Job Readiness Services
- Subsidized and Boot Camp Programming (Young Adults)

Essential Resources and Services Referrals: When assessment identifies participants need for essential services, Provider must successfully refer and directly connect individuals to identified services, and must provide participant with information on how to access services. Referral services must provide participant with information on how to access services. Referral services must include guided referral to services. Essential services include, (but are not limited to) the following:

- Housing
- Unemployment Insurance
- Public Benefits
- Transportation Assistance
- Post-Secondary Education and Educational Services
 - For in-school youth and young adult participants, provide appropriate educational preparation programming to assess interest and opportunities for post-secondary education or training, or other identified educational services, such as academic tutoring, counseling, academic advising, career exploration, experiential learning opportunities, and other necessary supports
 - Provide activities that facilitate connection and community among newcomer families, including providing entry points to school district services (enrollments and transfers in the district, signing up for after-school programming, case management coordination at school campuses, etc.)

Bayview, Excelsior, Mission, and Visitacion Valley Hub Supportive Services

Supportive Services: Provider will facilitate, distribute and record supportive services or safety net services either directly or indirectly to individuals based on intake and assessment needs. If the Provider is unable to deliver supportive services directly to eligible individuals, the Provider will offer an appropriate connection to referral partners. Eligible individuals for Supportive Services include San Francisco residents, ages 16 and older identified as in-need of supportive services from intake and assessment.

- Food Vouchers/Gift Cards to assist with immediate essential needs

Locations

Mission Hub, “Mission Hub”: 701 Alabama St., San Francisco, CA 94110
 Bayview Hub, “Yosemite in Bayview”: 1706 Yosemite Ave, San Francisco, CA 94124
 Excelsior Hub: 4834 Mission St., San Francisco, CA 94112
 Visitacion Valley Hub “The Hut at Executive Park”: 150 Executive Park Blvd. Suite 2450, San Francisco, CA 94134

Service and Outcome Objectives

The Provider will meet the following service objectives and provide monthly progress reports during check-in meetings for each of these benchmarks for the Bayview, Excelsior, Mission, and Visitacion Valley **Hubs**:

Activity	Program Year 23-24 Goal	Description
Total Potential Participants for Intake and Assessments	6,375	Number of potential participants assessed for services
Total Participants Enrolled and Provided Referral	6,375	Number of participants enrolled in services
Total Potential Participants Provided Support Services	6,375	Maximum number of participants provided supportive services

4. Data Collection and Evaluation

Bayview, Excelsior, Mission and Visitacion Valley Hub Data and Evaluation

The Provider will utilize an OEWD standardized form for intake assessment to determine eligibility criteria, proof of San Francisco Residence, and age and populate data into a standardized sheet in a timely manner. Assessment tools and trackers will be used to accurately demonstrate and report activity frequently and demographic information of participants served. The Provider will perform and be responsible for all Bayview, Excelsior, and Mission Hub ad hoc reports on an ongoing and needed basis to OEWD to track participant information, services delivered, and referral status.

- a. *The Provider shall collect, store, review, and report complete and accurate data on programs and services including: operational, administrative and program performance; services; and participant demographics, barriers, assessment progress, and outcomes. Provider will be required to enter data into tracking documents within 10 business days following the month that services were provided and ensure complete, accurate, and timely data entry that is in compliance with OEWD’s specific funding requirements. Provider will create and maintain records of individual case files for each participant enrolled in approved programs. Such case files will record all participant contacts including any assessments and evaluations, all services indicated and provided, services to which the participant is referred, and case notes documenting client contact. Case files must be shared across OEWD partners, if necessary.*

b. *Program and Participant Measures: Providers must track and report output, or process, data for all programs and services as described below. Provider is required to gather and track or report Interim program measures. These measures may include:*

- i. *Participants provided with intake and assessment*
- ii. *Participants enrolled*
- iii. *Participants provided Supportive services*
- iv. *Participants provided Referral services*

5. Monitoring Activities

Provider shall make all reasonable efforts to accommodate OEWD and appropriate partners' monitoring activities. OEWD will make all reasonable efforts to ensure that such monitoring activities are not unduly disruptive of Provider's normal course of programs and activities.

Program Monitoring: OEWD Program Compliance staff will conduct a minimum of one program monitoring site visit during the program year. Program monitoring may include, but is not limited to, site visits to Provider and partner facilities, conduct facility review, interviews or surveys of program participants, review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Provider's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

6. Reporting Requirements

All monthly program and invoice reports should be submitted to:

Grant Coordination Team
Office of Economic and Workforce Development (OEWD)
1 South Van Ness Avenue 5th Floor,
San Francisco, CA 94103

Fiscal Reporting:

Provider must submit invoices in the format provided by OEWD. Invoice forms submitted should include actual expenditures incurred during the month.

1. The invoice supplied shall include the total dollar amount monthly reports on expenditures, matching funds and funding obligations. Invoices will be tied to the contract budget. *The Invoices and corresponding back-up documentation (all receipts for purchases and expenses incurred and reimbursement is being sought) **MUST** be submitted no later than the 10th day of the month. Late submissions must be approved in writing by OEWD staff.*

2. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Provider's proposal and required in the contract.
3. The invoice shall show by line item:
 - a. Budgeted amount (per contract budget or modification)
 - b. Expenses for invoice period
 - c. Expenses year-to-date
 - d. % of budget expended
 - e. Remaining balance
4. Personnel expenditures will show same line item categories by position. Detail will show last name of employee and position.
5. Executive Directors or CEO or other authorized signatory must certify the invoice is accurate by signing the invoice before it is submitted to OEWD.

Provider may submit written request for a budget modification to the grant coordinator, and with written approval contractor may adjust the budget.

Close-Out Reporting

Within 30 days after the end of the contract period, Provider shall submit or receive a final (close-out) report reflecting actual expenditures, which will be supported by the Provider's accounting records. If a refund is due OEWD, it must be submitted by the final invoice deadline which will be communicated by OEWD annually. Any expenses submitted after the final year end billing deadline communicated by OEWD will not be paid.

Audits

Provider is responsible for the arrangement for and payment of any costs associated with audits of its programs. In accordance with OMB Circular A-133 contractor single audits must be submitted to OEWD within nine months after the completion of the program year. If the contractor is not required to submit a single audit in accordance with OMB Circular A-133, contractor agrees to provide OEWD annual accounting of WIOA expenditures.

Ad-Hoc Reporting

Provider will make every reasonable effort to provide additional or non-customary reports on data as requested by OEWD.

Failure to submit invoices, program reports, audits, close-out reports and requested documents within the times specified in the document or in other written OEWD directives may result in withholding of contract payments in part or full or contract termination.

7. Other Requirements

Meetings and Trainings

Provider will attend all required OEWD meetings and trainings. Provider will minimally be required to attend one quarterly meeting/training per program strategy they are contracted for.

Capacity Building Activities

Provider will participate in any OEWD sponsored capacity building meetings, workshops, convenings. Participation in appropriate (optional and mandatory) Capacity

Building activities, as determined by OEWD, will be considered when Provider progress is assessed.

Marketing Collateral

Provider will create program marketing collateral (flyers, postcards, invitations, etc.) in close collaboration with OEWD and will not publish/distribute program marketing collateral without prior approval from OEWD. Provider will ensure that specific program contact information is kept up to date at all times.

Workforce Innovations

Provider will utilize and/or disseminate information on OEWD-sponsored tools and services, including but not limited to new job search technologies and resources.

Reasonable Accommodation

OEWD funded programs will ensure that reasonable accommodations are provided to qualified individuals with disabilities. The Provider shall follow the process to provide reasonable accommodations as it is set forth in OEWD's *Reasonable Accommodation Policy and Procedure Guide*. Further, the Provider shall notify the OEWD Program Officer and coordinate with the Disability Employment Initiative (DEI) to fulfill reasonable accommodation requests.

Appendix E-1 Permitted Subgrantees

Mission Language and Vocational School (MLVS)

Young Community Developers (YCD)

Good Samaritan

Mission Economic Development Agency (MEDA)



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 #: 240739

Bid/RFP #:

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

original

DATE OF ORIGINAL FILING (for amendment only)

AMENDMENT DESCRIPTION – Explain reason for amendment

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD

Board of Supervisors

NAME OF CITY ELECTIVE OFFICER

Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT

Angela Calvillo

TELEPHONE NUMBER

415-554-5184

FULL DEPARTMENT NAME

Office of the Clerk of the Board

EMAIL

Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT

Marissa Bloom

DEPARTMENT CONTACT TELEPHONE NUMBER

415-701-4887

FULL DEPARTMENT NAME

ECN Economic and workforce Development

DEPARTMENT CONTACT EMAIL

marissa.bloom@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Bay Area Community Resources, Inc.	TELEPHONE NUMBER 415-444-5580
STREET ADDRESS (including City, State and Zip Code) 170 Carlos Drive, San Rafael, CA 94903	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240739
DESCRIPTION OF AMOUNT OF CONTRACT \$14,779,000		
NATURE OF THE CONTRACT (Please describe) Bay Area Community Resources, Inc ("BACR") provides coordination services for multiple neighborhood-based resource sites, which serve unemployed/underemployed residents that have been adversely impacted by the COVID-19 pandemic. The services include outreach, recruitment, assessment, client intake, referrals to job training and employment placement resources, and the provision of supportive services meant to mitigate the immediate financial needs of the clients.		

7. COMMENTS

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	Mok	Jonas	CEO
2	Cain	Brenda	COO
3	Domingo-Szmidt	Anee	CFO
4	wight	Davide	Other Principal Officer
5	Bolles	Spencer	Other Principal Officer
6	Blasky	Don	Other Principal Officer
7	Barajas-Cardona	Ruth	Other Principal Officer
8	Lopez-Quintanilla	Mariana	Other Principal Officer
9	Hochman	Stephanie	Other Principal Officer
10	Ramirez	Marisa	Other Principal Officer
11	Rivera	Adolpho	Other Principal Officer
12	Ozes	Derya	Other Principal Officer
13	Solis	AnDee	Other Principal Officer
14	Forman	Cherie	Other Principal Officer
15	Breckenridge	Bryan	Board of Directors
16	Davisson	Robert	Board of Directors
17	Fineman	Ed	Board of Directors
18	Franklin	Lissa	Board of Directors
19	Hamilton	Reyna	Board of Directors

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
20	Hooley	Rebecca	Board of Directors
21	McEvers-Anderson	Nancy	Board of Directors
22	Ness	Robert	Board of Directors
23	Vaughan	Monica	Board of Directors
24	Wu	Sinclair	Board of Directors
25	Vocational School	Mission Language &	Subcontractor
26	Legal	Open Door	Subcontractor
27	Developers	Young Community	Subcontractor
28	Samaritan	Good	Subcontractor
29	Development Agency	Mission Economic	Subcontractor
30			
31			
32			
33			
34			
35			
36			
37			
38			

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
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ 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.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Lozano, Alesandra \(ECN\)](#); [Pascual, Merrick \(ECN\)](#); [Bloom, Marissa \(ECN\)](#); [Tano, Crezia \(ECN\)](#)
Subject: Mayor -- Resolution -- COVID-Response Resource Hub Coordinator Grant
Date: Tuesday, July 2, 2024 2:24:44 PM
Attachments: [Board Reso BACR COVID Hubs.docx](#)
[DRAFT G-150 BACR Hubs A2.docx](#)
[EXECUTED - G-100 BACR ResourceHubs FY22-23.PDF](#)
[G-150 BACR Covid Hubs A1 ends 6.30.24 Executed.PDF](#)
[SFEC Form 126f4BOS---Notification of Contract \(1\).pdf](#)

Hello Clerks,

Attached is a Resolution Approving Amendment No. 2 to a grant agreement between the Office of Economic and Workforce Development and Bay Area Community Resources, Inc., for management of the COVID-Response Resource Hub Coordinator grant; to increase the contract amount by \$4,780,000 for a total not to exceed amount of \$14,779,999 for the period of July 1, 2022, through June 30, 2025; to commence following approval by the Board of Supervisors; and to authorize the Executive Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org