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GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

BAY AREA COMMUNITY RESOURCES
CONTRACT ID: 1000032513

THIS GRANT AGREEMENT ("Agreement") is made as of **July 31, 2024**, in the City and County of San Francisco, State of California, by and between **BAY AREA COMMUNITY RESOURCES** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the **DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES** ("Department").

RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows: **All Youth Are Ready For College, Work And Productive Adulthood**; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Sunset Media Wave**; and **ReSET Justice Collaborative**; and **YouthLine Technology Pathway**; and **Career Pathways for Undocumented Youth**; 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.

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(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

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supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

ARTICLE 2
APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

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

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

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

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

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

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds

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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.

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ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Eight Million One Hundred Twenty-Three Thousand Four Hundred Dollars** (**$8,123,400**).

Contingent Amount: Up to **Eight Hundred Twelve Thousand Three Hundred Dollars** (**$812,300**) for the period defined in Section 3.2 **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eight Million Nine Hundred Thirty-Five Thousand Seven Hundred Dollars** (**$8,935,700**) for the period defined in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, **the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement in Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by the Grant Agreement Administrator**. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

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

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

5.4 State or Federal Funds

(a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its

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option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

5.5 Advance of Funds. Grantee shall be entitled to an annual advance payment in an amount not to exceed 10% of the Budget Amount for the specific fiscal year as defined in Appendix B. In rare cases, the Agency may approve an advance over the 10% limit based on program needs. Grantee must provide the Agency with a written request for an advance prior to the beginning of the fiscal year in which the advance payment will be made. The Agency shall have the sole discretion of whether to approve an advance payment request and the amount of any payment. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. The Agency shall deduct the entire amount of any advance payment from disbursement due to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance repayment remain outstanding after June 30 of the fiscal year in which the advance was provided.

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

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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.

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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.

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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

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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.

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

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

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

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

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

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

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

10.9 Reserved. (Worker's Compensation)

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

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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.

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(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

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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

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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

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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:	**DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES** **1390 MARKET STREET, SUITE 900** **SAN FRANCISCO, CA 94102** **Attn: BRETT CONNER**
If to Grantee:	**BAY AREA COMMUNITY RESOURCES** **171 CARLOS DRIVE** **SAN RAFAEL, CA, 94903** **Attn: JONAS MOK**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16
COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

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

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

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

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16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

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

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

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

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

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

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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

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requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

16.18 Reserved. (Slavery Era Disclosure)

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16.19 Distribution of Beverages and Water.

(a) Sugar-Sweetened Beverage Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

16.20 Reserved.

16.21 Compliance with Other Laws.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

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

ARTICLE 17
MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue

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for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Definition of Eligible Expenses
Appendix B, Definition of Grant Plan
Appendix C, Form of Funding Request
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees
Appendix F, Insurance Waiver
Appendix G, State/Federal Funding Terms
Appendix H, Juvenile Data Privacy and Information Security

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 8 Representations and Warranties
Article 9 Indemnification and General Liability
Section 10.4 Required Post-Expiration Coverage.
Article 12 Disclosure of Information and Documents
Section 13.4 Grantee Retains Responsibility.

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Section 14.3	Consequences of Recharacterization.	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.

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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

DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES

DocuSigned by:

By: Brett Conner for Maria Su
9EC47C01BC7E4DE...

Maria Su, Psy.D.
Executive Director

GRANTEE:

BAY AREA COMMUNITY RESOURCES

Signed by:

By: Jonas Mok
B3EA21778E99420...

Jonas Mok
Executive Director
Federal Tax ID #: 94-2346815
City Supplier Number: 0000024637

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By: Jana Clark
C55BEA64595E442...

Jana Clark
Deputy City Attorney

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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:

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

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

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

(4) within the scope of the applicable Budget line item;

(5) directly related to activities performed within the physical boundaries of the City and County of San Francisco or activities exclusive to the children and youth of the City and County of San Francisco occurring outside of its physical boundaries as a necessary component of the activity; and

(6) incurred in support of services for children up to 18 years old and Disconnected Transitional-Aged Youth up to and including 24 years old, including:

(a) Affordable child care and early education;

(b) Recreation, cultural and after-school programs, including without limitation, arts programs;

(c) Health services, including prevention, education, and behavioral and mental health services;

(d) Training, employment and job placement;

(e) Youth empowerment and leadership development;

(f) Youth violence prevention programs;

(g) Youth tutoring and educational enrichment programs;

(h) Family and parent support services;

(i) Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts; and

(j) Services responsive to issues of gender, sexual orientation, and gender identification, including, but not limited to, services to address the needs of girls and LGBTQQ communities.

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Eligible Expenses may *include:*

(1) adult and youth staff wages;

(2) fringe benefits;

(3) permitted subcontractors;

(4) materials and supplies;

(5) program expenses including but not limited to communications, equipment, field trips, food, insurance, occupancy, and transportation; and

(6) administrative expenses including but not limited to fiscal sponsorship fees.

Eligible Expenses shall specifically *exclude*:

(1) services provided by the Police Department or other law enforcement agencies, courts, the District Attorney, Public Defender, City Attorney; or the Fire Department; detention or probation services mandated by state or federal law; or public transportation;

(2) any service that benefits children and Disconnected Transitional-Aged Youth only incidentally or as members of a larger population including adults;

(3) any service for which a fixed or minimum level of expenditure is mandated by state or federal law, to the extent of the fixed or minimum level of expenditure;

(4) acquisition of any capital item not for primary and direct use by children and Disconnected Transitional-Aged Youth;

(5) acquisition (other than by lease for a term of ten years or less) of any real property or land, or capital expenditures, or predevelopment or construction costs for housing;

(6) maintenance, utilities or any similar operating costs of any facility not used primarily and directly by children and Disconnected Transitional-Aged Youth, or of any recreation or park facility (including a zoo), library, hospital, or housing; or

(7) medical health services, other than prevention, education, and behavioral and mental health support services.

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Appendix B--Definition of Grant Plan

Choose one of the following:

The term “Grant Plan” shall mean the WORK PLANs set forth BELOW in Appendices B-1 through B-4.

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Work Plan

Agency Name: **Bay Area Community Resources**

Other City Funds:

Contract Number	Contract Title	Department	Term Start Date	Term End Date	Award Amount
1000009183	CHF-GA-A Home Away From Homele	CHF Children;Youth & Families	07/01/2018	06/30/2024	$985,644
1000009963	CHF-GA-A Home Away From Homele	CHF Children;Youth & Families	07/01/2018	06/30/2024	$673,806
1000009360	CHF-GA-A.P. Giannini Beacon Ce	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,290,933
1000009407	CHF-GA-BACR Summer Learning	CHF Children;Youth & Families	07/01/2018	06/30/2024	$8,616,224
1000009363	CHF-GA-Bret Harte Beacon Cente	CHF Children;Youth & Families	07/01/2018	06/30/2024	$2,547,500
1000009932	CHF-GA-Career Pathways Undocum	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,030,720
1000009369	CHF-GA-Herbert Hoover Beacon C	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,134,234
1000009549	CHF-GA-Hope SF Youth Leadershi	CHF Children;Youth & Families	07/01/2018	06/30/2024	$1,119,890
1000009370	CHF-GA-Paul Revere Beacon Cent	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,422,694
1000009833	CHF-GA-RESET	CHF Children;Youth & Families	07/01/2018	06/30/2024	$5,970,030
1000027206	CHF-GA-RJC Credible Messenger	CHF Children;Youth & Families	07/01/2022	06/30/2024	$400,000
1000009550	CHF-GA-Sunset Media Wave	CHF Children;Youth & Families	07/01/2018	06/30/2024	$842,258
1000009556	CHF-GA-Youth Funding Youth Ide	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,281,425

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1000009934	CHF-GA-Youthline Tech	CHF Children;Youth & Families	07/01/2018	06/30/2024	$1,554,311
1000030297	community centered groc access	HSA Human Services Agency	09/01/2023	06/30/2025	$1,815,000
1000030360	ECN Barber Pathway	ECN Economic & Wrkfrce Dvlpmnt	07/01/2023	06/30/2025	$300,000
1000028351	ECN CCE- Portola Autumn Moon	ECN Economic & Wrkfrce Dvlpmnt	11/01/2023	12/31/2024	$40,000
1000026242	ECN COVID-Response Resrce Hubs	ECN Economic & Wrkfrce Dvlpmnt	07/01/2022	06/30/2024	$9,999,999
1000021602	ECN SF Shines	ECN Economic & Wrkfrce Dvlpmnt	04/01/2021	06/30/2024	$316,288
1000022576	ECN Young Adult Job Center	ECN Economic & Wrkfrce Dvlpmnt	07/02/2021	06/30/2025	$1,207,770
1000022577	ECN Young Adult Subsidized Emp	ECN Economic & Wrkfrce Dvlpmnt	07/01/2021	06/30/2025	$1,900,000
1000028265	ENV-PNA Freeway Greenway 23-24	ENV Environment	03/15/2023	03/14/2025	$35,000
1000019202	EV-Climate Corps Fellow 20-24	ENV Environment	09/01/2020	08/31/2024	$136,500
1000030295	HRC-DKI-NHPI-003-BACR	HRC Human Rights Commission	08/23/2023	06/30/2024	$350,000
1000031061	MYR-195777-22	MYR Mayor	06/01/2023	06/30/2024	$75,000
1000031062	MYR-195887-22	MYR Mayor	05/01/2023	06/30/2024	$268,500
1000031051	MYR-204129-23	MYR Mayor	07/01/2023	06/30/2024	$104,000
1000027862	SFMTA-2023-35 - BV Shuttle Pro	MTA Municipal Transprtn Agncy	03/20/2023	06/30/2026	$101,860

DCYF is committed to making sure all of San Francisco's children and youth, and particularly those who are most vulnerable, are supported by nurturing families and communities, are physically and emotionally healthy, succeeding in school, and ready for college, work, and adulthood. The range of programs DCYF funds, including those supported in this contract, furthers that overarching commitment to San Francisco's children and youth. These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the

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unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

Appendix B-1

Program Name: **Sunset Media Wave**

Program Description

Sunset Media Wave (SMW) amplifies the voices of San Francisco teens by publishing deeply personal art across multiple mediums, online and in high quality full-color zines. Our community of artists fosters professional level work and fulfills a powerful need: ensuring that marginalized youth are seen, heard, and respected by a larger audience. The activities of Sunset Media Wave center around the publication of our youth-driven website. This is accomplished through a mosaic of innovative programming for teens, combining decades of experience with media arts, youth development, project-based learning, and community building. Our specialties emphasize the development of innovative 21st Century media skills, creative, blogging, digital arts and reimagining traditional forms of art such as painting, poetry and photography. Sequential learning, project management, mentorship, goal-setting, skill development, mindfulness / mental health, and leadership opportunities are cornerstones of our programming.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date	Program End Date
7/1/24	6/30/29

Months Services Will Be Provided

☑ July	☑ October	☑ January	☑ April
☑ August	☑ November	☑ February	☑ May
☑ September	☑ December	☑ March	☑ June

Total Number of Weeks in a Year Services Will Be Provided

44

Days in a Typical Week Program Services Will Be Provided

☐ Sunday	☑ Tuesday	☑ Thursday	☐ Saturday
☑ Monday	☑ Wednesday	☑ Friday	

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	0	45	0

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Total Unduplicated Participants: 45

Projected Services

Group Activities

Name: Sunset Media Wave

Activity Description: Sunset Media Wave SMW serves 45 unduplicated youth across three cohorts per year at the Sunset Neighborhood Beacon Center in the Outer Sunset district. The first cycle of each year takes place in the summer (June - August) and is followed by a fall cycle (September - December) and a spring cycle (January - May). These cycles are offered five afternoons per week. In addition to the 45 unduplicated youth, we serve 25 youth who return for a second or third cycle. On average, 85% of our participants fall into one or more of DCYF's target populations which is consistent due to strategic outreach to schools and clubs around the city. Each cycle incorporates project-based learning, workshops, and curriculum based learning. A central component of each cycle is creating and publishing student-led zines (both online and printed magazines that incorporate visual arts, writing, film, music, and mixed media). By creating their own projects, youth gain skills in professional publishing, as well as project and time management skills, applicable to both college and workplaces in most any field. Youth also apply their learning through structured critiques where they give and receive peer feedback, meet one-on-one with mentors and participate in small groups led by youth editors. Youth attend 65 onsite hrs per cycle and receive $250-$600 upon completing their projects and hours.

Budget

Fiscal Year	Budget Amount
2024/25	$200,000
2025/26	$206,000
2026/27	$212,200
2027/28	$218,600
2028/29	$225,200
TOTAL	**$1,062,000**

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

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Subcontractors

None

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Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

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

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-2

Program Name: **ReSET Justice Collaborative**

Program Description

ReSET Justice Collaborative serves as an alternative to incarceration and delivers highly intensive services to justice involved youth who have had frequent and significant involvement in the justice system. Outcomes include lower recidivism rates, successful probation completion, and decreased

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violence involvement. Services include court advocacy, reentry planning, life coaching, behavior modification training, mental health and wellness, life skills training and other workforce and education services. linkage to resources,

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date	Program End Date
7/1/24	6/30/29

Months Services Will Be Provided

☑ July	☑ October	☑ January	☑ April
☑ August	☑ November	☑ February	☑ May
☑ September	☑ December	☑ March	☑ June

Total Number of Weeks in a Year Services Will Be Provided
50

Days in a Typical Week Program Services Will Be Provided

☐ Sunday	☑ Tuesday	☑ Thursday	☐ Saturday
☑ Monday	☑ Wednesday	☑ Friday	

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	0	70	30

Total Unduplicated Participants: 100

Projected Services

Group Activities

Name:	"Thinking for a Change" Behavior Modification Classes
Activity Description:	Youth take part in evidence based, behavior modification training - Thinking for Change. Training will be offered at our MLVS or CHALK locations.
Name:	Job Readiness & Life Skills Training
Activity Description:	Youth take part in job training, including work ethics, communication, resume building, interview etiquette, and worksite expectations. Additionally, youth take part in life skills training that includes cultural diversity, healthy relationships, trauma informed care and grief and loss. Training will be offered in rotation at all partner sites.

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Individual Activities

Name:	Case Management and Court Advocacy
Activity Description:	Participants take part in case management and court advocacy. Youth are dealing with significant barriers, experiencing constant trauma and managing their involvement in the justice system. To ensure strong program retention and to help them navigate the justice system, individual case management will be conducted weekly. Each participant will complete a risk assessment and stabilization plan on a quarterly basis. Assessments and plans will connect participants to supportive services and resources in efforts of elevating barriers. Case managers provide direct service in the community at each partner site.
Name:	Career and Academic Coaching
Activity Description:	Youth will take part in individualized career and academic planning meetings designed to link their experience in the program with career and education goals and prepare them for post secondary education.
Name:	Justice Care Coordinator
Activity Description:	RJC staff will accept referrals from CARC and other justice system partners, with the majority of referred youth coming from the juvenile probation department. Coordination of care includes assessing youth's needs and their support circle, assigning youth to RJC services and/or making referrals to partner organizations to provide intervention and prevention services including, case management, employment, education, enrichment, etc.
Name:	Mental Health/Wellness
Activity Description:	Youth take part in somatic mental health and wellness services with bilingual clinician to addresses participants' mental health needs by providing 1:1 and group sessions for clients. We also hold group healing circles if incidents that affect the community occur.
Name:	Life Coaching
Activity Description:	Staff will conduct individual mentoring and will focus on forming long-term relationships by building trusting relationships and lines of communication with youth. Staff will also focus on development of individualized life plans, crisis intervention, conflict resolution, and connections to services and resources.

Budget

Fiscal Year	Budget Amount
2024/25	$630,000
2025/26	$648,900
2026/27	$668,400
2027/28	$688,500

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2028/29	$709,200
TOTAL	**$3,345,000**

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

Subcontractors

Contractor Name:	Sue Kuyper
Contractor Address:	2063 Rosedale Ave, Oakland , CA, 94110
Activity Description:	Duties: The Consultant is responsible for: Providing 5 sessions of weekly wellness coaching to the Re-Entry clients for a total of 95 sessions/hours Conducting biweekly group and individual clinical supervision with Re-Entry staff Meet biweekly with Re-Entry Program Manager Communication and Coordination with involved parties She will report directly to Arturo Durazo and shall fulfill any other duties reasonably requested by the BACR and agreed to by the Consultant. Duties may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by BACR, and which collectively are hereby incorporated by reference. Terms: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through June 30, 2025 or earlier upon completion of the Consultant's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Compensation: As full compensation for the services rendered pursuant to this Agreement, BACR shall pay the Consultant the sum of $200/hour for a total budget of $35,000.00

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Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2025-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2025-2029	Education/Career Goals	Percent of surveyed participants who report that they developed education or career goals and understand the steps needed to achieve their goals as a result of the program.	75%+
FY2025-2029	Envision a Positive Future	Percent of surveyed participants who report having clearer goals and a more positive outlook on their future as a result of the program.	75%+
FY2025-2029	Referrals to Supportive Services	Percent of surveyed participants who report being connected to resources and supportive services, such as counseling, educational supports, and transportation assistance, through the program.	75%+
FY2025-2029	Sense of Personal Identity	Percent of surveyed participants who report a stronger sense of belonging to a community and/or increased comfort with their own personal identity as a result of the program.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

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

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

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Appendix B-3

Program Name: **YouthLine Technology Pathway**

Program Description
The YouthLINE Tech Program is a job training and work experience program for at-risk youth who are interested in careers in technology. Participants are trained in various forms of technology and software, including AR and VR. Program offers job readiness and life skills training, case management, career coaching, academic support, work based learning and permanent employment placement. Programming is primarily offered as in person with the option for remote work based on the needs of the participants.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date	Program End Date
7/1/24	6/30/29

Months Services Will Be Provided

☑ July	☑ October	☑ January	☑ April
☑ August	☑ November	☑ February	☑ May
☑ September	☑ December	☑ March	☑ June

Total Number of Weeks in a Year Services Will Be Provided
50

Days in a Typical Week Program Services Will Be Provided

☐ Sunday	☑ Tuesday	☑ Thursday	☑ Saturday
☑ Monday	☑ Wednesday	☑ Friday	

Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	0	12	0

Total Unduplicated Participants: 12

Projected Services

Group Activities

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Name:	Career Exposure
Activity Description:	Youth take part in career exposure activities, including career information sessions, job tours, career fairs and other career exposure activities
Name:	Job Training
Activity Description:	Youth take part in job training, including work ethics, communication, resume building, interview etiquette, and career exploration in the technology field. Additionally, youth take part in life skills training that includes cultural diversity, healthy relationships, trauma informed care and grief and loss.
Name:	Wellness
Activity Description:	Youth take part in wellness activities designed to nurture their physical, mental, and emotional health. Participants engage in workshops on mindfulness and stress management, physical fitness sessions promoting a healthy lifestyle, and open discussions about mental health and self-expression.

Individual Activities

Name:	Case Management
Activity Description:	Youth selected to lead this program are often dealing with their own barriers. To ensure strong retention and to ensure the program is led by youth with lived experience, individual case management is conducted a minimum of twice per month with youth.
Name:	Career Coaching
Activity Description:	Youth take part in a variety of individualized career and academic planning meetings designed to link their experience in the program with career and education goals and prepare them for post secondary education.

Job Placements

Name:	Job Placement
Type:	Internship
Projected Number of Placements:	12
Activity Description:	Youth will get hands on experience using equipment and software to produce digital media, including a youth designed and edited 'zine, youth-produced television show, youth created videos, and an introduction to AR & VR.

Budget

Fiscal Year	Budget Amount
2024/25	$300,000
2025/26	$309,000
2026/27	$318,300

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2027/28	$327,800
2028/29	$337,600
TOTAL	**$1,592,700**

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

Subcontractors

None

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Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Transition Plan	Percent of participants with completed transitions plans.	90%+
FY2024-2025	WorkforceLinkSF	Grantee staff attend training on WorkforceLinkSF.	Yes - Attended Training
FY2025-2029	WorkforceLinkSF	Percent of participants enrolled in WorkforceLinkSF.	50%+
FY2024-2029	Placements	Number of actual work-based learning experiences provided compared to the program's projected number of work-based learning experiences.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Education/Career Goals	Percent of surveyed participants who report that they developed education or career goals and understand the steps needed to achieve their goals as a result of the program.	75%+
FY2024-2029	Financial Literacy Skills	Percent of surveyed participants who report developing financial literacy skills, such as opening a bank account and making a budget, as a result of the program.	75%+
FY2024-2029	Job Search Skills	Percent of surveyed participants who report developing job search skills, such as resume writing and interviewing, as a result of the program.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

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

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-4

Program Name: **Career Pathways for Undocumented Youth**

Program Description

Career Pathways for Undocumented Youth is a workforce and education program serving youth/TAY who are undocumented or lack permanent US citizenship. The program offers job readiness and life skills training, case management, career coaching, academic support, work based learning and immigration advocacy/support.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date	Program End Date
7/1/24	6/30/29

Months Services Will Be Provided

☑ July	☑ October	☑ January	☑ April
☑ August	☑ November	☑ February	☑ May
☑ September	☑ December	☑ March	☑ June

Total Number of Weeks in a Year Services Will Be Provided

50

Days in a Typical Week Program Services Will Be Provided

☐ Sunday	☑ Tuesday	☑ Thursday	☑ Saturday
☑ Monday	☑ Wednesday	☑ Friday	

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Program Projections by Age (Annual)

	5-10	11-13	14-17	18-24
Unduplicated Number of Program Participants to be Serviced Annually	0	0	0	20

Total Unduplicated Participants: 20

Projected Services

Group Activities

Name: Career Exposure

Activity Description: Youth take part in career exposure activities, including career information sessions, job tours, career fairs and other career exposure activities

Name: Job Readiness

Activity Description: Youth take part in job training, including work ethics, communication, resume building, interview etiquette, and career exploration in the technology field. Additionally, youth take part in life skills training that includes cultural diversity, healthy relationships, trauma informed care and grief and loss.

Name: Wellness

Activity Description: Youth take part in wellness activities designed to nurture their physical, mental, and emotional health. Participants engage in workshops on mindfulness and stress management, physical fitness sessions promoting a healthy lifestyle, and open discussions about mental health and self-expression.

Individual Activities

Name: Case Management

Activity Description: Youth selected to lead this program are often dealing with their own barriers. To ensure strong retention and to ensure the program is led by youth with lived experience, individual case management is conducted a minimum of once a week with youth.

Name: Career Coaching

Activity Description: Youth take part in a variety of individualized career and academic planning meetings designed to link their experience in the program with career and education goals and prepare them for post secondary education.

Job Placements

Name: Job Placement

Type: Work Experience

Projected Number of Placements: 20

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Activity Description:	Youth will be placed in paid work experience within their self-identified career pathway. Youth will explore various careers and work environments and perform a variety of tasks. Youth will be encouraged to try, test and explore the workforce, while building their confidence and social capital.

Budget

Fiscal Year	Budget Amount
2024/25	$400,000
2025/26	$412,000
2026/27	$424,400
2027/28	$437,100
2028/29	$450,200
TOTAL	**$2,123,700**

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

Subcontractors

None

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Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Transition Plan	Percent of participants with completed transitions plans.	90%+
FY2024-2025	WorkforceLinkSF	Grantee staff attend training on WorkforceLinkSF.	Yes - Attended Training
FY2025-2029	WorkforceLinkSF	Percent of participants enrolled in WorkforceLinkSF.	50%+
FY2024-2029	Placements	Number of actual work-based learning experiences provided compared to the program's projected number of work-based learning experiences.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Education/Career Goals	Percent of surveyed participants who report that they developed education or career goals and understand the steps needed to achieve their goals as a result of the program.	75%+
FY2024-2029	Financial Literacy Skills	Percent of surveyed participants who report developing financial literacy skills, such as opening a bank account and making a budget, as a result of the program.	75%+
FY2024-2029	Job Search Skills	Percent of surveyed participants who report developing job search skills, such as resume writing and interviewing, as a result of the program.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong
FY2024-2029	Stable Employment	Percent of participants employed at the end of program participation.	75%+

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

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

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Appendix C--Form of Funding Request

Grantee is to use the Contract Management System (CMS) for the purpose of requesting Funds (invoicing). CMS is accessible online at https://www.contracts.dcyf.org.

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Appendix D--Interests In Other City Contracts

SEE APPENDIX B FOR WORK PLAN'S SECTION "OTHER CITY FUNDS"

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Appendix E--Permitted Subgrantees

SEE APPENDIX B FOR WORK PLAN'S SECTION "SUBCONTRACTORS"

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Appendix F – Insurance Waiver

NONE

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Appendix G - State/Federal Funding Terms

I. State/Federal Required terms:

None

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Appendix H – Juvenile Data Privacy and Information Security

1.1. **Confidential Information Concerning Juveniles**. Contractor understands that the City Data covered by this Agreement includes Confidential Information concerning juveniles. Such information may include, but is not limited to, information that discloses justice involvement and or information from juvenile case files within the meaning of California Welfare & Institutions Code §827.

1.2. Consistent with Contractor's obligations to comply with all applicable local, state, and federal laws, and its obligations with respect to Confidential Information, Contractor agrees that it will, at all times, keep all juvenile information confidential, and that neither Contractor nor any of its agents, employees, or Subcontractors shall access such information except as necessary to perform Contractor's obligations under this Agreement.

1.3. Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractors shall comply with all federal, state, and local laws regarding the transmission, storage and protection of all Confidential Information concerning juveniles, including all juvenile case file information and information that discloses justice involvement, disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local laws concerning such information shall be a material breach of the Agreement. In the event that the City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of such information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement. Once Contractor has received Confidential Information pertaining to juveniles, including information shared following authorization from the Court to access Juvenile Case File data for the purpose specified in this Agreement, all Project Data will be transferred from JPD to Contractor only via JPD's preferred data sharing platform, which shall meet federal criminal justice information services (CJIS) requirements, such as the secure environment of the City and County of San Francisco's Microsoft One Drive application.

1.4. **Court Orders Concerning Juvenile Records**. Contractor understands that the City Data available to, in the possession of, or otherwise subject to the control of Contractor covered by this Agreement may include records that are subject to the control of the Juvenile Court. Contractor agrees that, whenever it receives notice from the Juvenile Probation Department of any order of the Juvenile Court, Contractor shall promptly take all steps that the Juvenile Probation Department deems necessary to comply with that order.

Without narrowing or otherwise restricting Contractor's other obligations under any provision of this Agreement (including this Section 1.2), Contractor specifically agrees that the Juvenile Court orders described in this Section 1.4 may include, but are not limited to, orders to seal juvenile records pursuant to Welfare and Institutions Code § 781 and/or § 786. Consistent with Contractor's obligation to comply with all applicable local, state, and federal laws, Contractor agrees that, whenever Contractor receives an order to seal juvenile records pursuant to Welfare and Institutions Code § 781 and/or § 786, Contractor (and all subcontractors, and all agents and employees of Contractor and any subcontractors) shall promptly take all steps that the Juvenile Probation Department deems necessary to comply with the order. Such steps may include, but are not limited to, any steps necessary to ensure the complete destruction of any relevant juvenile records or related information, in whole or in part, including any juvenile records or related information that may be under a subcontractor's control.

Contractor agrees that Contractor, all of Contractor's agents and employees, and any subcontractors, shall store any juvenile records or related information in a manner that enables the City to comply with any court orders relating to those records, and that also enables the City to comply with all

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applicable local, state, and federal laws. In particular, Contractor agrees that it (and all subcontractors, and all agents and employees of Contractor and any subcontractors) shall implement systems for identifying whether and how each individual juvenile record, or any other information tied to a particular juvenile, has been ordered sealed, in whole or in part, pursuant to Welfare and Institutions Code §781 and/or §786. Contractor further agrees that any such sealed records or other information shall not be accessed by the Contractor, or any of Contractor's agents, employees, Subcontractors, or by any other third parties, except as necessary to implement or comply with a court order or as otherwise authorized by law. Contractor agrees that, in interpreting any court order or other legal authority relevant to this Section 1.2, it shall accept an interpretation offered by the City as binding and conclusive.

Additionally, Contractor understands that the City Data available to, in the possession of, or otherwise subject to the control of Contractor covered by this Agreement includes records that may become subject to orders by other state or federal courts. Contractor agrees that, whenever it receives notice from the Juvenile Probation Department of any order issued by any court of competent jurisdiction, Contractor shall promptly take all steps that the Juvenile Probation Department deems necessary to comply with the order.

1.5. **Juvenile Record Sealing.** Contractor understands that the City Data covered by this Agreement includes information concerning juveniles which may be subject to sealing by the Juvenile Court as per Welfare & Institutions Code §781 and §786. Consistent with Contractor's obligation to comply with all applicable local, state and federal laws, Contractor agrees that any information related to a juvenile or case marked as sealed by the City in any and all of the Contractor Hosted Licensed Software covered by this agreement shall not be accessed by the Contractor, any of its agents, employees, subcontractors or any third parties in a manner that would be in contravention to all applicable local, state and federal laws. Contractor shall also ensure that all information related to a juvenile or case marked as sealed is digitally stored in compliance with all applicable local, state and federal laws related to record sealing, and provide written confirmation of compliance upon request.