File No. 250015 **Committee Item No.** 6
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** February 5, 2025
Board of Supervisors Meeting **Date** _____

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Completed by: Brent Jalipa **Date** January 30, 2025
Completed by: Brent Jalipa **Date** _____

[Grant Agreement - Retroactive - Young Community Developers - Black to the Future and School Site Mentoring Program - Not to Exceed $12,422,660]

Resolution retroactively approving a Grant Agreement between the City and County of San Francisco, acting by and through the Department of Children, Youth and Their Families ("DCYF"), and Young Community Developers for the following programs: Black to the Future and the School Site Mentoring Program, for a term of five years from July 1, 2024, through June 30, 2029, and for a total not to exceed amount of $12,422,660; and to authorize Department of Children, Youth and Families to enter into amendments or modifications to the Agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the Agreement or this Resolution.

WHEREAS, On August 16, 2023, the Department of Children, Youth and Their Families ("DCYF") issued a Request for Proposals ("RFP") for its 2024-2029 funding cycle; and

WHEREAS, Young Community Developers submitted proposals for two programs under RFP Result Area: All Children And Youth Are Supported By Nurturing Families And Communities; and

WHEREAS, The two programs are: Black to the Future and School Site Mentoring Program; and

WHEREAS, Young Community Developers was awarded funding in both programs; and

WHEREAS, Under the Black to the Future Program, Young Community Developers will provide wrap-around services focusing on family support and advocacy, health and wellness,

education, workforce development and violence prevention to San Francisco youth ages 5-24; and

WHEREAS, Under the School Site Mentoring Program, Young Community Developers will provide crisis intervention, implementation of prevention strategies, responses to incidents of violence to San Francisco Middle and High School at-risk youth; and

WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors' approval by Resolution of any contract which, when entered into, extends over 10 years, and of any contract which, when entered into, cost the City $10,000,000 or more; and

WHEREAS, The proposed Grant Agreement contained in File No. 250015, is substantially in final form, with all material terms and conditions included, and only remains to be executed by the parties upon approval of this Resolution; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the Grant Agreement in substantially the form contained in File No. 250015; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes DCYF to make any modifications to the Grant Agreement, prior to its final execution by all parties, that DCYF determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Grant Agreement, and are in compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully executed by all parties, the DCYF shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 250015; this requirement and obligation resides with DCYF, and is for purposes of having a complete file only, and in no manner affects the validity of approved Agreement.

Item 6 File 25-0015	Department: Children, Youth, and Their Families

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would retroactively approve a new five-year grant agreement between the Department of Children, Youth, and Their Families (DCYF) and Young Community Developers (YCD) for two programs: (1) Black to the Future and (2) School Site Mentoring. The grant has a not-to-exceed amount of $12,422,660 and a term from July 1, 2024, through June 30, 2029.

Key Points

- YCD submitted proposals to DCYF's FY 2024–29 RFP and was awarded funding under "All Children and Youth Are Supported by Nurturing Families and Communities." Black to the Future focuses on family support, mental health, educational assistance, and workforce readiness for 180 youth. School Site Mentoring provides crisis intervention and violence prevention for 50 at-risk youth.
- DCYF reports that in FY 2023-24, Black to the Future served 24 percent of its target number of participants and that 68 percent participated more than four hours, below DCYF benchmarks. The School Site Mentoring program was previously a pilot and did not have assigned measures. The proposed grant reduces the Black the Future client target from 300 to 180 youth, with a corresponding decrease in the program budget.
- The Office of Economic and Workforce Development found that YCD had completed a financial audit for FY 2023-24 as of October 13, 2024. The finding will close when YCD submits its FY 2023-24 audit.

Fiscal Impact

- The grant's budget is $11,327,147 plus an approximate 10 percent contingency, totaling $12,422,660. DCYF funds program staffing, subcontractors, and administrative costs; 12 full-time equivalent staff positions (9 for Black to the Future, 3 for School Site Mentoring) are planned in FY 2024-25.
- The grant will be funded by the General Fund and the Children and Youth Fund.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) requires Board of Supervisors approval for contracts exceeding $10 million, those with a term of more than ten years, or modifications exceeding $500,000.

BACKGROUND

Young Community Developers

Young Community Developers (YCD) is a nonprofit organization based in San Francisco that provides education, workforce, and affordable housing programs.

Procurement

On August 16, 2023, the Department of Children, Youth, and Their Families (DCYF) issued a Request for Proposals (RFP) for the FY 2024-29 funding cycle. YCD submitted proposals and was awarded funding for two programs under the RFP Result Area "All Children And Youth Are Supported By Nurturing Families And Communities." The programs are (1) Black to the Future and (2) School Site Mentoring. The RFP scoring and other procurement information is summarized in Exhibit 1. Proposals for the two programs were evaluated by separate scoring panels based on the service area and strategy of the program as defined in the RFP[1].

Proposals were evaluated in three phases. In Phase 1, proposals were evaluated based on four criteria: program overview (25 points), program design and implementation (55 points), program impact (10 points), and target population need (10 points), for a total possible score of 100 points. In Phase 2, proposers were evaluated based on strategy alignment, target population, past performance, and agency fiscal rating. In Phase 3, DCYF determined the funding allocations for the nonprofit providers based on results from Phase 2 as well as other factors, including community need, geographic coverage, location of services, service capacity, and existing services funded by other providers.

[1] The Black to the Future program scoring panel included a Senior Community Development Specialist I from the Mayor's Office, a Manager I from DCYF, and a Jail Population Manager from Camden County. The School Site Mentoring Program scoring panel included a Deputy Probation Officer from the Adult Probation Department, a Principal Administrative Analyst from the Juvenile Probation Department, and a Principal Administrative Analyst from DCYF.

Exhibit 1: Procurement Summary

Program	Black to the Future	School Site Mentoring
Phase 1 Summary		
Total Number of Proposals	15	6
Number of Proposals Awarded Funding	4	5
Average Score (out of 100)	83.1	94.1
Rank out of Total Proposals	2	2
Phase 2 Funding Recommendation	Yes	Yes*
Phase 3 Award	Yes	Yes

Source: DCYF

*Although not highly rated in Phase 2, School Site Mentoring was given a grant because it serves youth from DCYF's priority populations and has had satisfactory performance previously.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve a grant agreement between the Department of Children, Youth, and Their Families (DCYF) and Young Community Developers (YCD) for two programs: (1) Black to the Future and (2) School Site Mentoring. The grant has a five-year term starting July 1, 2024, through June 30, 2029, and a not-to-exceed amount of $12,422,660. According to DCYF staff, DCYF is seeking approval retroactively due to the delays in the contracting process, resulting from multiple rounds of funding augmentation following budget restoration by the Mayor and Board of Supervisors.

Scope of Services

1. Black to the Future: This program will deliver a variety of activities, including family support service referrals, mental health, education support, workforce development, and violence prevention for 180 youth ages 5-18.
    a. Subcontractors include:
        i. Westside: Therapist/clinician and group support
        ii. Bayview YMCA: Health and wellness referrals
        iii. Collective Impact: Triage and wrap-around services
        iv. Success Centers: Pre-job readiness training, barrier mitigation, and basic essentials for clients
        v. Girls Saturday Academy: Events and support for educational goals/success
        vi. Us4Us: Case management services for at-risk youth
        vii. Alive and Free: Violence prevention groups and incentives
2. School Site Mentoring: Young Community Developers will provide crisis intervention, implementation of prevention strategies, and responses to incidents of violence for 50 at-risk youth in San Francisco middle and high schools.

a. Subcontractors include:
    i. Us4Us: School crisis response and community crisis response

Performance

Under the proposed grant agreement, YCD is required to report activities noted above in the scope of work. To assess the impact of the programs, YCD is required to administer participant surveys or other program evaluation instruments to assess program quality. There are no specific quantifiable measures of program outcomes, as they are still under development. DCYF will provide a performance improvement plan if a grantee is found to not meet one or more performance standards, which may include participation in technical assistance, performance measure amendment, or other supportive measures.

Past Performance

Performance results for FY 2022-23 are presented in Exhibit 2 below. There are no performance results for School Site Mentoring because it was a pilot program during the last funding cycle and did not have any assigned performance measures.

Exhibit 2: Black to the Future FY 2023-24 Performance Measures

Measure	Target	Result
Number of participants served as a percentage of the program's projected number of participants (300).	**90%+**	24%
Percent of participants who participated in the program for 4+ hours.	**85%+**	68%

Source: DCYF

As shown above, in FY 2023-24, Black to Future served 24 percent of its budgeted program participants (or 72 out of 300) and 68 percent of those participants stayed in the program for more than four hours. According to DCYF staff, the Department will provide technical assistance with YCD to better market the program. The proposed grant reduces the budgeted participants for the Black to the Future program from 300 to 180.[2]

[2] Under the prior grant, the Black to the Future budget was $2,612,964. The proposed grant reduces this program's budget to $1,700,000 in FY 2024-25.

Fiscal and Compliance Monitoring

The Office of Economic and Workforce Development completed citywide fiscal and compliance monitoring of YCD for FY 2023-24. The Final Status Letter dated October 13, 2024, states YCD is not yet in conformance with "Category 5: Audited Financial Statements", with the finding to be closed upon receipt of FY23-24 Audit Report.

FISCAL IMPACT

The proposed grant agreement has a total budget of $11,293,360 for the five-year term, with an additional 10 percent contingency amount, resulting in a total not-to-exceed amount of $12,422,660. The grant agreement budget by fiscal year and program is shown in Exhibit 3 below.

Exhibit 3: Grant Agreement Not-to-Exceed Amount

Program	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
Black to the Future	$1,660,000	$1,709,800	$1,761,094	$1,813,927	$1,868,345	$8,813,165
School Site Mentoring	473,520	487,726	502,357	517,428	532,951	2,513,982
Grant Budget	2,133,520	2,197,526	2,263,451	2,331,355	2,401,296	11,327,147
Contingency (10%)						1,095,513
Not-to-Exceed						**$12,422,660**

Source: DCYF

Note: The proposed budget differs from the underlying grant agreement budget. The figures above are the latest grant budgets for these programs, as provided by DCYF. Over the five-year term, the updated grant budget is $11,327,147 compared to the budget in the proposed grant of $11,293,360.

Use of Funding

Funding supports program staffing, materials, subcontractors, and administrative costs. The FY 2024-25 budget is $2,173,520, as shown in Exhibit 5 below.

According to DCYF, the new agreement will fund a total of 12.0 full-time equivalent (FTE) adult staff positions in FY 2024-25. Of these, 9.0 FTE positions will support Black to the Future and 3.0 FTE positions will support School Site Mentoring.

Exhibit 5: FY 2024-25 Budget

	Black to the Future	School Site Mentoring	Total
Administrative (20%)	$225,000	$54,450	$279,450
Adult Staff	657,880	227,228	885,108
Fringe Benefits	197,364	66,325	263,689
Materials & Supplies	10,000	2,217	12,217
Other Program Expenses	276,256	23,300	299,556
Subcontractors	303,500	100,000	403,500
Total	**$1,660,000**	**$473,520**	**$2,143,520**

Source: DCYF

Source of Funding

The proposed agreement would be funded by the General Fund and the Children and Youth Fund.

RECOMMENDATION

Approve the proposed resolution.

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

YOUNG COMMUNITY DEVELOPERS INC
CONTRACT ID: 1000032647

THIS GRANT AGREEMENT ("Agreement") is made as of **November 11, 2024**, in the City and County of San Francisco, State of California, by and between **YOUNG COMMUNITY DEVELOPERS INC** ("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 Children And Youth Are Supported By Nurturing Families And Communities**; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Black to the Future**; and **School Site Mentoring Program**; and

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

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

ARTICLE 1
DEFINITIONS

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

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Application Documents**" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(c) "**Budget**" shall mean the budget attached hereto as part of Appendix B.

(d) "**Charter**" shall mean the Charter of City.

(e) "**Contractor**" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

(f) "**Controller**" shall mean the Controller of City.

(g) "**Eligible Expenses**" shall have the meaning set forth in Appendix A.

(h) "**Event of Default**" shall have the meaning set forth in Section 11.1.

(i) "**Fiscal Quarter**" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

(j) "**Fiscal Year**" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

(k) "**Funding Request**" shall have the meaning set forth in Section 5.3(a).

(l) **"Grant"** shall mean this Agreement.

(m) "**Grant Funds**" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.

(n) "**Grant Plan**" shall have the meaning set forth in Appendix B.

(o) "**Indemnified Parties**" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(q) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or

appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

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

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

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

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

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

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

ARTICLE 3
TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2024** and expire on **JUNE 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

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

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

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

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

4.5 Publications and Work Product.

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

is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

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

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

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

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

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **Eleven Million Two Hundred Ninety-Three Thousand Three Hundred Sixty Dollars** (**$11,293,360**).

Contingent Amount: Up to **One Million One Hundred Twenty-Nine Thousand Three Hundred Dollars** (**$1,129,300**) 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 **Twelve Million Four Hundred Twenty-Two Thousand Six Hundred Sixty Dollars** (**$12,422,660**) 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 option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Reserved. (Grant Terms)

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 Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received

and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

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

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

ARTICLE 7
TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

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

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

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

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a

violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

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

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any

liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

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

ARTICLE 10
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

10.9 Reserved. (Worker's Compensation)

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

ARTICLE 11
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

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

(d) **Failure to Perform Other Covenants**. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

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

(f) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

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

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or

whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

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

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

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

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

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

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12
DISCLOSURE OF INFORMATION AND DOCUMENTS

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

information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

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

ARTICLE 13
ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

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

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

(a) **Limitations**. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract**. Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In

addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

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

ARTICLE 14
INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15
NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be

addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City:	**DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES** **1390 MARKET STREET, SUITE 900** **SAN FRANCISCO, CA 94102** **Attn: BRETT CONNER**
If to Grantee:	**YOUNG COMMUNITY DEVELOPERS INC** **1715 YOSEMITE AVENUE** **SAN FRANCISCO, CA, 94124** **Attn: DION-JAY BROOKTER**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16
COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination Requirements.

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

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

16.3 Reserved.

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a

controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

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

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

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

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

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or

attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

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

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the

Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

16.21 Compliance with Other Laws.

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

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

ARTICLE 17
MISCELLANEOUS

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

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

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

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

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

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

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

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3 Ownership of Results.
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.
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.

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

CITY	**GRANTEE:**
DEPARTMENT OF CHILDREN, YOUTH & THEIR FAMILIES	**YOUNG COMMUNITY DEVELOPERS INC**
By: _____ Sherrice Dorsey-Smith Acting Director	By:_____ Dion-Jay Brookter Executive Director Federal Tax ID #: 94-2187776 City Supplier Number: 0000007937

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie J. Lopez
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

(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.

Eligible Expenses may *include:*

(1) adult and youth staff wages;

(2) fringe benefits;

(3) 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 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.

Appendix B--Definition of Grant Plan

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

Work Plan

Agency Name: **Young Community Developers**

Other City Funds:

Contract Number	Contract Title	Department	Term Start Date	Term End Date	Award Amount
1000030754	ADP-Reentry Employment Service	ADP Adult Probation	08/01/2023	06/30/2026	$1,344,000
1000010120	CHF-GA-100 College Prep	CHF Children;Youth & Families	07/01/2018	06/30/2024	$2,245,169
1000014465	CHF-GA-Black to the Future	CHF Children;Youth & Families	07/01/2019	06/30/2024	$12,500,000
1000010121	CHF-GA-Brothers and Sisters Ma	CHF Children;Youth & Families	07/01/2018	06/30/2024	$1,347,611
1000010010	CHF-GA-Employment & Education	CHF Children;Youth & Families	07/01/2018	06/30/2024	$3,303,304
1000027213	CHF-GA-Flexible Fund Program	CHF Children;Youth & Families	07/01/2022	06/30/2024	$379,500
1000010394	CHF-GA-OMI RITES (Reshaping Id	CHF Children;Youth & Families	07/01/2018	06/30/2024	$1,745,620
1000009917	CHF-GA-Re-Entry Integrative Se	CHF Children;Youth & Families	07/01/2018	06/30/2024	$7,351,080
1000010395	CHF-GA-Studio 96	CHF Children;Youth & Families	07/01/2018	06/30/2024	$674,917
1000010085	CHF-GA-Summer Youth Academic a	CHF Children;Youth & Families	07/01/2018	06/30/2024	$9,907,920
1000022077	CJP IPO FY22-24	HSA Human Services Agency	07/01/2021	06/30/2024	$2,919,246
1000022076	CJP Non- CW FY22-24	HSA Human Services Agency	07/01/2021	06/30/2024	$7,659,709
1000029923	ECN 23 Neighborhood Job Center	ECN Economic & Wrkfrce Dvlpmnt	07/01/2023	06/30/2025	$1,860,058

1000022642	ECN Citybuild On-Ramps	ECN Economic & Wrkfrce Dvlpmnt	07/01/2021	06/30/2024	$666,600
1000025027	ECN DKI Educational Pathways	ECN Economic & Wrkfrce Dvlpmnt	07/07/2021	06/30/2025	$4,135,000
1000022641	ECN Neighborhood Job OMI	ECN Economic & Wrkfrce Dvlpmnt	07/01/2021	06/30/2025	$1,800,000
1000031111	FY24 BWRADV Capacity Building	WOM Status of Women	10/16/2023	06/30/2024	$100,000
1000025033	HRC-DKI-BF-008-YCD f.s.AAP-Am1	HRC Human Rights Commission	04/01/2022	06/30/2024	$417,502
1000024876	HRC-DKI-BF-011-YCD-Amendment2	HRC Human Rights Commission	03/01/2022	06/30/2024	$483,334
1000025482	HRC-DKI-BF-015-YCD f.s Phx-Am1	HRC Human Rights Commission	06/01/2022	06/30/2024	$500,000
1000024875	HRC-DKI-TA-001-YCD-Amendment1	HRC Human Rights Commission	03/01/2022	06/30/2024	$229,000
1000024696	HRC-DKI-TA-013-YCD	HRC Human Rights Commission	02/01/2022	06/30/2024	$699,573
1000030190	MYR 201848-23	MYR Mayor	07/01/2023	06/30/2024	$3,000,000
1000019480	MYR-138923-19	MYR Mayor	07/01/2020	06/30/2024	$1,000,000
1000020448	MYR-145044-20	MYR Mayor	07/01/2020	06/30/2024	$1,210,000
1000023827	MYR-160225-21: Phoenix Project	MYR Mayor	07/01/2021	06/30/2024	$2,410,821
1000029516	MYR-195784-22	MYR Mayor	06/01/2023	06/30/2024	$75,000
1000029389	MYR-195814-22	MYR Mayor	06/01/2023	06/30/2024	$75,000
1000029519	MYR-195816-22	MYR Mayor	06/01/2023	06/30/2024	$74,718
1000031172	MYR-196381-22	MYR Mayor	06/01/2023	06/30/2025	$166,500
1000031171	MYR-204053-23	MYR Mayor	07/01/2023	06/30/2024	$103,950
1000031322	MYR-205054-23	MYR Mayor	07/01/2023	06/30/2024	$105,266
1000027861	SFMTA-2023-33 - BV Shuttle Pro	MTA Municipal Transprtn Agncy	02/01/2023	06/30/2026	$128,100
1000022080	TESS PST FY22-24	HSA Human Services Agency	07/01/2021	06/30/2024	$825,000
1000032374	WOM Blue Shield Transition	WOM Status of Women	04/01/2023	09/30/2024	$12,000
1000025058	WOM-FY21 DOJ/Black Women A D V	WOM Status of Women	02/01/2022	09/30/2024	$42,750

1000027661	YCD - Homelessness Prev. Asst.	HOM Homelessness Services	12/01/2022	06/30/2025	$4,649,680

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

Appendix B-1

Program Name: **Black to the Future**

Program Description

According to the 2022-2023 Services Allocation Plan, San Francisco's diverse community members have described concerns and discomforts regarding discrimination, spikes in violence, service access and navigation challenges, and disconnecting from the community to maintain safety. Additionally, families described challenges with public resources including siloed services, a lack of centralized resources, inconsistent provider staff, bureaucratic barriers, and general mistrust. To address these complex conditions, organizations around the world have begun to see collective impact as a new and more effective process for social change. One study found that population changes in Education, Juvenile Justice, and Teen Pregnancy, to name a few, generally stemmed from changes in services and improved practices and policies. The BTTF collaborative is a community driven approach to achieving better outcomes for high need, multiple system involved San Francisco youth and families. The initiative will weave together evidence based practices through a culturally competent collaborative across the following areas: Education, Family Support, Health and Wellness, Workforce and Violence prevention.

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	☑ September	☑ November	☑ January
☑ August	☑ October	☑ December	☑ February

☑ March ☑ April ☑ May ☑ 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	15	30	40	95

Total Unduplicated Participants: 180

Projected Services

Group Activities

Name: Workforce

Activity Description: The goal of workforce is to assure our clients have the necessary resources and support to attain and retain gainful employment. Workforce service area will provide employment assistance, job readiness training, resume building, job placement services and assist with referrals to ensure barriers are removed such as: obtaining Drivers License, union dues, certifications, and interview clothing, services will be executed in partnership with subcontractor Success Centers.

Name: Violence Prevention

Activity Description: The goal of violence prevention is to lessen the violence in schools and assist in creating a space that allows for uninterrupted learning. The Violence Prevention service area will provide life skills groups, conduct field trips for at-risk and system's involved youth, as well as train partners within the collaborative on best practices for working with this specific population. Subcontractors Alive and Free, and US4US will execute services in this area.

Individual Activities

Name: Family Support

Activity Description: The goal of family support is to assist families with a baseline of stability and upward mobility. The Family Support area of Black to the Future will provide families with intakes, triage and wrap-around services. Assist with connecting them to stable housing, basic needs (food, clothing, hygiene products, healthcare, and utilities) & economic relief (financial assistance provided to individuals to help them meet their immediate monetary needs and achieve economic stability), all the while learning how to live and how to manage life through life Plans- mapping.

Name:	Education
Activity Description:	The Education service area will develop a pipeline that supports youth in elementary school, middle school up to high school support. The individual supportive services will assure that 85% of students meet their school year goals as assessed by their teacher, parents, and tutors and prepare enrolled youth for successful entry in middle school by conducting intensive academic support by Student Success Coaches. This will increase student's awareness of: the variety of educational opportunities available, the importance of high school and what to expect, the relationship between education and careers and their own interest and skills. Subcontractor Girls Saturday Academy will provide virtual 1:1 tutoring for all eligible students. In addition Girls Saturday Academy will remain committed to helping families with children and youth make their education journey affordable through our hands-on involvement in their financial aid and scholarship processes including incentives for academic progress milestones, support for educational camps, as well as access to all testing fee waivers.
Name:	Family Support
Activity Description:	The goal of family support is to assist families with a baseline of stability and upward mobility. The Family Support area will provide families with intakes, triage and wrap-around services. Assist with connecting them to stable housing, basic needs (food, clothing, hygiene products, healthcare, and utilities) & economic relief (financial assistance provided to individuals to help them meet their immediate monetary needs and achieve economic stability), all the while learning how to live and how to manage life through life Plans- mapping.
Name:	Health and Wellness
Activity Description:	The Mental Health and Wellness Service Area will promote mental health and wellness by providing 1:1 clinical/therapeutic services and Domestic Violence supportive services
Name:	Workforce
Activity Description:	Workforce service area will provide employment assistance, including job searching, resume building, job placement services and make referrals to assist with barrier removals such as: obtaining Drivers License, union dues, certifications, and interview clothing.
Name:	Health and Wellness
Activity Description:	The Mental Health and Wellness Service Area will promote mental health and wellness by providing the following services: gym memberships, case management services, and basic needs support (groceries, toiletries, etc.)

Budget

Fiscal Year	Budget Amount
2024/25	$1,700,000
2025/26	$1,751,000
2026/27	$1,803,500
2027/28	$1,857,600
2028/29	$1,913,300
TOTAL	**$9,025,400**

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:	Westside
Contractor Address:	1153 Oak St , San Francisco , CA, 94117
Activity Description:	The health and wellness service area of BTTF will provide therapist/clinician and group support for BTTF participants.
Contractor Name:	Bayview YMCA
Contractor Address:	1601 Lane St, San Francisco , CA, 94124
Activity Description:	Assist with health and wellness referrals, those seeking additional ways to take care of their mental health
Contractor Name:	Collective Impact
Contractor Address:	1050 McAlister , San Francisco , CA, 94115
Activity Description:	The family support area of BTTF will serve families through triage and wrap around services for the Western Addition
Contractor Name:	Success Centers
Contractor Address:	1449 Webster St, San Francisco, CA, 9115
Activity Description:	The workforce development service area will provide pre-job readiness training, barrier mitigation, as well as basic essentials for clients.
Contractor Name:	Girls Saturday Academy
Contractor Address:	1309 McAlister, San Francisco , CA, 94115
Activity Description:	Provide support with achieving educational goals and events to support education and enrichment activities for SF youth.
Contractor Name:	Us4Us
Contractor Address:	1420 Yosemite ave, San Francisco , CA, 94124
Activity Description:	Will support at risk youth and provide case management services.
Contractor Name:	Alive and Free
Contractor Address:	1060 Tennessee Ave, San Francisco , CA, 94107
Activity Description:	Violence Prevention groups and incentives for BTTF TAY participants

Appendix B-2

Program Name: **School Site Mentoring Program**

Program Description

The School Site Mentoring Program (SSMP) and its Violence Interrupters (VIs) play a crucial role in fostering a safe and supportive environment within SFUSD by addressing incidents of violence, providing crisis intervention, and implementing prevention strategies, SSMP aims to reduce the occurrence of school-related violence and ensure the well-being of students and their families. Key Components of the School Site Mentoring Program: Crisis Intervention: VIs respond to reports of violence from SFUSD staff, students, and social media, mediate conflicts, follow up to prevent future occurrences of violence. Prevention Strategies: VIs stationed at school sites to build relationships with students, provide classroom observations, support, one-on-one and group sessions.

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	10	40	0

Total Unduplicated Participants: 50

Projected Services

Individual Activities

Name:	Crisis Response/Mentoring
Activity Description:	The School Site Mentoring Program will offer various levels of support to students and faculty and will provide assistance in various situations that may occur at school and outside of school to include but not limited to: conflict resolution, mediation, one -on-one support, classroom support & observation, group workshops, de-escalations services, mentoring, barrier removal and family support.
Name:	Crisis Response - Mentoring
Activity Description:	The School Site Mentoring Program will offer various levels of support to students and faculty and will provide assistance in various situations that may occur at school and outside of school to include but not limited to: conflict resolution, mediation, one -on-one support, classroom support & observation, group workshops, de-escalations services, mentoring, barrier removal and family support.
Name:	Crisis Response - Mentoring
Activity Description:	The School Site Mentoring Program will offer various levels of support to students and faculty and will provide assistance in various situations that may occur at school and outside of school to include but not limited to: conflict resolution, mediation, one -on-one support, classroom support & observation, group workshops, de-escalations services, mentoring, barrier removal and family support.
Name:	School Site Mentoring - Washington
Activity Description:	The School Site Mentoring Program will offer various levels of support to students and faculty and will provide assistance in various situations that may occur at school and outside of school to include but not limited to: conflict resolution, mediation, one -on-one support, classroom support & observation, group workshops, de-escalations services, mentoring, barrier removal and family support.
Name:	Crisis Response - Mentoring
Activity Description:	The School Site Mentoring Program will offer various levels of support to students and faculty and will provide assistance in various situations that may occur at school and outside of school to include but not limited to: conflict resolution, mediation, one -on-one support, classroom support & observation, group workshops, de-escalations services, mentoring, barrier removal and family support.

Budget

Fiscal Year	Budget Amount
2024/25	$544,260
2025/26	$412,000
2026/27	$424,400
2027/28	$437,100
2028/29	$450,200
TOTAL	**$2,267,960**

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:	Us4Us
Contractor Address:	2111 Jennings Street, San Francisco, CA, 94612
Activity Description:	D10 Safety Plan Wellness Advocate - School Crisis Response, Community Crisis Response, JPD youth Support.

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Reports	Providers will be required to provide mid-year and end of year reports on expected services benchmarks.	Yes - Provided Reports
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.

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Reports	Providers will be required to provide mid-year and end of year reports on expected services benchmarks.	Yes - Provided Reports
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

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

Appendix C--Form of Funding Request

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

Appendix D--Interests In Other City Contracts

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

Appendix E--Permitted Subgrantees

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

Appendix F – Insurance Waiver

NONE

Appendix G - State/Federal Funding Terms

I. State/Federal Required terms:

1 - Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under Office of Justice Programs (OJP) awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2 - Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3 - Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Department of Justice (DOJ) awarding agency (OJP or Office on Violence Against Women (OVW), as appropriate) for guidance.

4
Applicability of Part 400 Uniform Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5 - Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6 - Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7 - Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8 - Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9 - Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10 - Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11 - Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under

18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12 - Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13 - Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14 - Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award
requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process
For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes
(without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15 - OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16 - Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17 - Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18 - Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19 - Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form

4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20 - Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.
Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21 - Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22 - Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23 - Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24 - All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25 - Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26 - Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27 - Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28 - Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29 - Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (firsttier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30 - Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32 - Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the FFATA, are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and the Office of the Chief Financial Officer (OCFO) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents.

Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34 - Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35 - Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

36

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

37 - Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs.

Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

39 - Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through Digital Identity and Access Management Directory (DIAMD).

Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

40 - Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

41

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

42 - Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

43

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

44

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

46

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

47

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain

circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48 - The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

49

Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition.

II. Grant Components:

(1) Federal Award Identification: BJA FY 23 Preventing School Violence: BJA's STOP School Violence Program

(i) Subrecipient name: Young Community Developers

(ii) Subrecipient's unique entity identifier: 0000007937

(iii) Federal Award Identification Number (FAIN): 15PBJA-23-GG-04382-STOP

(iv) Federal Award Date (see §200.39 Federal award date): 09/28/23

(v) Subaward Period of Performance Start and End Date: July 1, 2024 to June 30, 2029

(vi) Amount of Federal Funds Obligated by this action: $1,000,000

(vii) Total Amount of Federal Funds Obligated to the subrecipient: $10,420

(viii) Total Amount of the Federal Award: $1,000,000

(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): The City and County of San Francisco will enhance the current San Francisco School Crisis Support Coordination Project to improve San Francisco Unified School District's school climate. Project activities include hiring additional staff to be based in the San Francisco Unified School District; purchasing data collection software; developing a San Francisco Youth Violence Prevention Public Service Announcement campaign; mobilizing a Social Media Task Force; and continued training and capacity building of school violence interrupters, school personnel, and probation officers. Deliverables include enhanced coordination of the school violence interruption team and support in the delivery of school violence interrupter response services, installation of a data platform to centralize and secure data, launch of the public service announcement campaign to uplift the support available for San Francisco youth, implementation of the social media task force that actively monitors and tracks flagged social media accounts to prevent incidents of violence, and implementation of training on various topics aimed at preventing school violence.

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official: Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

(xi) CFDA Number and Name: 16.839, STOP School Violence

(xii) Identification of whether the award is R&D: No

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): Maximum of 20%

III. – Reporting

The Federal Funding Accountability and Transparency Act (FFATA) requires information on federal awards be made available to the public via a single, searchable website www.USASpending.gov. As a prime grantee of federal awards, the City is required to comply with FFATA reporting requirements and report federal subawards made to subrecipients. This reporting is done using the subrecipient's unique numeric identifier, referred to as a "DUNS number". This DUNS number must be identified and available at the time of award.

IV. Affidavit:

The City must verify that the prospective subrecipient of federal awards is not suspended or debarred or otherwise excluded from participating in the transaction. This verification can be completed through the affidavit below.

By signing below, 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.

YOUNG COMMUNITY DEVELOPERS INC

By _____

Print Name Dion-Jay Brookter

Title Executive Director

Sherrice Dorsey-Smith
Acting Executive Director

London Breed
Mayor

MEMO

Date: November 25, 2024

To: Budget and Finance Committee

From: The Department of Children, Youth and Their Families

Re: **Explaining the Retroactive Need for the 2024-2029 Young Community Developers' All Children And Youth Are Supported By Nurturing Families And Communities Contract**

The Department of Children Youth and Their Families (DCYF) awarded a contract to Young Community Developers' Black to the Future; and School Site Mentoring Program through a Request for Proposal for the 2024-2029 funding cycle in the Result Area All Children And Youth Are Supported By Nurturing Families And Communities. Due to all the necessary review and scheduling processes, the Department is requesting for this resolution to be retroactive to cover the full 5-year cycle. Thank you for your consideration!

Sherrice Dorsey-Smith
Acting Executive Director

London N. Breed
Mayor

November 25, 2024

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

RE: Proposed Resolution for Grant Agreement Young Community Developers Inc in Support of the Programs Black to the Future, School Site Mentoring Program

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting approval of the grant agreement with Young Community Developers Inc in support of the following programs: Black to the Future and School Site Mentoring Program.

The total not to exceed amount of this grant agreement is $12,422,660. Under Charter Section 9.118(b), all contracts in excess of $10 million are subject to approval by the Board of Supervisors.

Attached please find a copy of the proposed resolution. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

If you need additional information, please contact Grants Manager Brett Conner at brett.conner@dcyf.org.

Thank you for your assistance.

Sincerely,

Sherrice Dorsey-Smith
Acting Executive Director

Enclosure

cc: Brett Conner, Grants Manager, DCYF

Docusign Envelope ID: 2D499F85-78B2-4B85-AA13-CE32D0248CC9

Incomplete - Pending Signature

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250015

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Loren Newquist	628-652-7133
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
CHF Children, Youth and Their Families	loren.newquist@dcyf.org

Docusign Envelope ID: 2D499F85-78B2-4B85-AA13-CE32D0248CC9

Incomplete - Pending signature

5. CONTRACTOR	
NAME OF CONTRACTOR Young Community Developers Inc	**TELEPHONE NUMBER** 415-822-3491
STREET ADDRESS (including City, State and Zip Code) 1715 Yosemite, San Francisco, CA 94124	**EMAIL**

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 250015
DESCRIPTION OF AMOUNT OF CONTRACT $12,422,660		
NATURE OF THE CONTRACT *(Please describe)* Young Community Developers Inc two programs in the Result Area All Children And Youth Are Supported By Nurturing Families And Communities: 1) Black to the Future Program provides wrap-around services focusing on family support and advocacy, health and wellness, education, workforce development and violence prevention to San Francisco youth ages 5-24. 2) School Site Mentoring Program provides crisis intervention, implementation of prevention strategies, responses to incidents of violence to San Francisco Middle and High School at-risk youth.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

Docusign Envelope ID: 2D499F85-78B2-4B85-AA13-CE32D0248CC9

Incomplete - Pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Spencer	Sedrick	Board of Directors
2	Andrew	Rhonda	Board of Directors
3	Anderson	Nadia	Board of Directors
4	Flores, Jr.	Manny F.	Board of Directors
5	Parikh	Mitesh	Board of Directors
6	Doyle	Brittney	Board of Directors
7	Moses	Toye	Board of Directors
8	Tatum	Carol	Board of Directors
9	Everhart	Claude	Board of Directors
10	Dion-Jay	Brookter	CEO
11	Song	Sang	CFO
12	Taper	Tracy	Other Principal Officer
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Docusign Envelope ID: 2D499F85-78B2-4B85-AA13-CE32D0248CC9

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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Docusign Envelope ID: 2D499F85-78B2-4B85-AA13-CE32D0248CC9

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

From:	Ma, Mendy (CHF)
To:	BOS Legislation, (BOS)
Cc:	Conner, Brett (CHF); Burbage, Heidi (CHF); Newquist, Loren (CHF); Somera, Alisa (BOS); Calvillo, Angela (BOS)
Subject:	DCYF 24-29 Grant Cycle - YCD Grant Agreement
Date:	Tuesday, December 10, 2024 3:20:55 PM
Attachments:	YCD 2024 BOS Cover Letter.docx YCD 2024 Board Resolution.docx YCD_Nurturing Families_GA_FY24-29.docx Retroactive Need Memo-YCD.docx SFEC_Form_126f4BOS---Notification_of_Contract (7).pdf

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Hi Angela,

Attached is a grant agreement and proposed resolution for consideration by the Board of Supervisors from the Department of Children, Youth and Their Families to fund Young Community Developers.

Please see attached Cover Letter, draft of proposed Resolution, draft of proposed grant agreement, Retroactive Memo and Form 126.

We have four other similar items (File # 241126 – 241129) pending for the Board's review. If you could calendar them on the same date, that would be great.

Please let me know if you need any additional information.

Thank you!

Zhimin (Mendy) Ma, CPA
Budget and Contracts Manager | Pronouns: she, her
SF Department of Children, Youth and Their Families
1390 Market Street, Suite 900 | San Francisco | CA 94102
Mendy.Ma@dcyf.org | www.dcyf.org