



REQUEST FOR PROPOSALS (RFP)
GENERAL OPERATING SUPPORT GRANTS
FISCAL YEAR 2023
Amended: Version 2

(See Appendix C)

[Fiscal Year 2023 (FY23) refers to the City and County of San Francisco's own Fiscal Year—for FY23, start and end dates are July 1, 2022 – June 30, 2023. Any grant funded under this RFP will have start and end dates that align with these dates.]

Release Date/Time:

Wednesday, March 30, 2022, 5:00 p.m.

Closing Date/Time:

Friday, May 13, 2022, 5:00 p.m.

This RFP is issued pursuant to San Francisco Administrative Code
Chapter 21G: Grants

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LETTER FROM THE DIRECTOR

Dear Applicant,

Grants for the Arts (GFTA) is pleased to release the Request for Proposals (RFP) for General Operating Support (GOS) grants for fiscal year 2023.

Within this General Operating Support Arts Overview packet, you will be able to review all the changes to the application and evaluation materials. GFTA's staff has worked diligently to address many of your concerns, such as simplifying the application. We have streamlined this year's application with more Yes/No questions and fewer narrative questions. Additionally, narrative questions should be answered with bullet points or one to two sentences.

We have also removed certain document requirements; i.e., a signed letter by your Board President. If the document is not a mandatory requirement by the city, we have eliminated it. Our goal is for our applications, policies, and department to be ever evolving in order to address equity, serving historically under-served communities while supporting San Francisco's arts community.

Unfortunately, GFTA is still feeling the impact of the global pandemic with the severe reduction of the Hotel Tax revenue that has not returned to pre-pandemic levels before 2020. As with last year's budget, GFTA's Fiscal Year 2023 budget is reduced by over \$2 million compared to our pre-pandemic budget. In light of this decline in funding, we hope to keep the General Operating Support program as whole as possible, but again this year, we expect cuts to be made to many grantees.

Despite this decrease in our budget, GFTA is highly committed to administering grant programs that provide funding to nonprofit arts organizations and organizations that supports the arts in San Francisco. To elevate this important work, GFTA has hired three new staff members to continue to strive for equity and respond to our grantees. I am confident that GFTA will still be a reliable funding source to our arts community.

We look forward to reviewing your applications for Fiscal Year 2023. As a reminder, the application for the General Operating Support Arts program opens on March 30, 2022 and will close at 5 PM on May 13, 2022. Application submissions are time stamped. If you have any questions regarding applying or any of the materials in this overview packet, or are having technical issues submitting your application, please contact the office at gfta@sfgov.org.

Wishing you the best,

Vallie Brown, Director

RFP AND APPLICATION GUIDELINES

At GFTA, our mission is to promote the diverse and unique communities of San Francisco by supporting the arts through equitable grantmaking. This is accomplished through General Operating Support (GOS) grants that fund the general operating expenses of San Francisco's arts organizations.

The GOS grants are intended to be used for needs defined by the grantee at the grantee's discretion. GFTA only provides GOS grants to 501(c)(3) nonprofit organizations, or to organizations fiscally sponsored by 501(c)(3) nonprofits.

GFTA strives to be a stable, dependable resource for organizations who successfully meet its funding criteria and align with GFTA's goals of promoting vibrancy, transparency, accountability, and equity in the City and County of San Francisco (City); and is committed to supporting the full spectrum of arts organizations in the City.

The guidance contained within this RFP is intended to help you prepare your application, your proposed arts and culture programming, and gather the required documentation. Please note:

- Applications must be submitted in an online form using the FormAssembly link, <https://sfgfta.tfaforms.net/23>.
- When your application is 100% submitted in FormAssembly, you will receive a confirmation email—check your junk/spam boxes if you do not see it in your main email box.
- If you experience technical difficulties with this application, contact GFTA immediately to get assistance, GFTA@sfgov.org.
- To prevent missing the deadline for application submissions, we recommend that you review this RFP in its entirety before starting the online application.
 - The application questions start on page 8, so you can review them and prepare answers prior to completing the online forms.
 - You can draft your answers in a program like Microsoft Word, save to your files, then copy and paste them into the online application.
- In order to be eligible for funding consideration, applicants must meet all **Eligibility Requirements** listed on page 7.
- The online application contains fields into which requested information is entered.
- Applicant's answers must address all questions that are in the application except where noted otherwise.
- Complete applications must include the uploads listed in the **Supplemental Documentation** section on page 13. Incomplete applications are not eligible to be scored or funded.

RFP Posting Period

The RFP release and closing dates and times are as follows:

Release Date/Time: Wednesday, March 30, 2022, 5:00 p.m.

Closing Date/Time: Friday, May 13, 2022, 5:00 p.m.

Applications are timestamped. Applications received after 5:00 p.m. are not eligible to be scored or funded.

General Operating Support (GOS) Grants

This RFP is for GOS grants that will support the following during fiscal year 2023 period from July 1, 2022 to June 30, 2023:

- Arts Programming
- Parades and Festivals
- Granting and Re-granting Services

Maximum Grant Request Amounts

Grants range from \$10,000 to \$450,000 based on GFTA’s funding structure, current budget availability, and funding category. Should additional City funding become available, grant amounts may be increased.

Grant Term

A grant funded pursuant to these guidelines will have a grant term of 12 months for the period July 1, 2022 to June 30, 2023. The City at its sole, absolute discretion shall have the option to extend the term for up to three additional years as determined by Grants for the Arts.

GFTA reserves the right to:

- Reissue this request for applications;
- Reject or cancel this RFP in whole or in part at any time before a Grant Agreement is entered into;
- Prior to application deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any services to be provided under this RFP, or the requirements for content or format of the applications.

Workshops

Application workshops will be held to share the application process with organizations interested in applying for grant funds. Dates and times for the workshops are as follows and click the links to register:

- [Monday, April 4, 10 a.m. to 11 a.m.](#)
- [Tuesday, April 12, 4 p.m. to 5 p.m.](#)
- [Wednesday, May 4, 12 p.m. to 1 p.m.](#)

During these workshops, attendees will be able to submit questions using the ‘Q&A’ function. During the last 20 minutes of each workshop, the GFTA team will respond to these questions. Additionally, the questions and answers received during workshops will be posted on the Frequently Asked Questions (FAQ) section of the GFTA website within three (3) business days of each workshop.

If questions come up outside of the workshop sessions, organizations that are considering applying for FY23 GOS grant funds can also send questions related to this RFP to GFTA@sfgov.org. These questions will be posted with answers to the FAQ section of the GFTA website: <https://sfgfta.org/faq/>

Contact Information

Grants for the Arts

Phone: 415-554-6710

Email: gfta@sfgov.org

ELIGIBILITY

In order to be eligible for funding consideration, applicants must meet all of the following minimum qualifications. Applicants must:

- Be a current ‘Supplier’ with the City by time of grant award. This means your organization is registered with the City and County of San Francisco to be able to receive grant funds.
 - See WHAT TO EXPECT IF AWARDED on page 18—this has instructions on how to become a Supplier if your organization has never received grants from the City.
- Possess 501(c)(3) status:
 - Applicants must have a valid 501(c)(3) public charity designation from the IRS or
 - Have a valid fiscal sponsor that has 501(c)(3) public charity designation from the IRS;
- Not be a governmental entity;
- Maintain a corporate address;
- Have presented a season or series of public performances, or display of art works in San Francisco for at least three consecutive years at the time of application;
- Have a mission with the primary purpose of public performance or display of art works in San Francisco;
- Be prepared to present a season or series of public performances or display of art works in San Francisco within FY23;
- Be in compliance with GFTA, other City Departments and programs, and GFTA fiduciary partners and grantees;
- Demonstrate certain administrative and fiscal qualities, as evidenced by:
 - Receiving non-GFTA sources of funding
 - Maintaining insurance policies required by the City Risk Manager

APPLICATION QUESTIONS

This section is meant to help you get ready to complete the online [FormAssembly application](#).

Tips for completing the application

- When your application is 100% submitted in FormAssembly, you will receive a confirmation email—check your junk/spam boxes if you do not see it in your main email box.
- Review the rubric that starts on page 16 so that you know what GFTA’s readers will be using to score applications. The application has three sections that will be scored by GFTA team members.
- Use bullet points for responses instead of full paragraphs. Clear, direct answers to the questions are more important than the length of the answer.
- Applications received under this process that fail to address each of the requested items in sufficient and complete detail will be deemed non-responsive and will not be considered for evaluation or selection.
- Contact GFTA in writing* with questions:

*Email GFTA@sfgov.org with questions so that they may be posted with answers in the Frequently Asked Questions section of our website, sfgfta.org.

APPLICATION SECTIONS AND QUESTIONS

These are the sections and questions you will be responding to in the online application.

SECTION 1: GENERAL INFORMATION - This section of the application **does not** get scored. It requests basic information GFTA needs in order to process your application

- **About Your Organization**
 - **Organization Name** - If you are using a Fiscal Sponsor, their information goes in Section 1A of the online application. ***This section is for your organization's information, not a Fiscal Sponsor's information.***
 - **Website**
 - **Contact Name for this Application – Who can GFTA contact with questions?**
 - **Contact Phone Number**
 - **Contact Email**
 - **Executive Director's Name**
 - **Executive Director's Email**
 - **Discipline or type of programming**
 - **Amount of grant funding are you requesting**
 - **If you received a GFTA grant in the last grant cycle, enter the grant amount. If not,**

enter 0.

- **Your Fiscal Year begin date**
- **Your Fiscal Year end date**
- **Your organization's history with GFTA - Select the timeframe that is applicable to your organization**
- **Space Occupancy – Tell us about the space your organization uses**
- **Are you at risk of displacement?**
- **Description of Organization** - Provide a brief summary of your organization's mission, history, and major accomplishments (175-word limit).
- **Grant Type – Choose the general operating support (GOS) grant type for which your organization is applying (choose only one)**
 - ___ Arts Programming
 - ___ Parades and Festivals
 - ___ Granting and Re-Granting Services

- **Grant Plan**

Provide a brief 1-2 sentence Grant Plan that generally discusses the planned performances, events, exhibitions, acquisitions, or other activities that will be supported by your General Operating Budget for the period July 1, 2022 to June 30, 2023.

- **Board or Advisory Panel**

Are any members of your board or advisory panel employees of the City and County of San Francisco?

___ Yes*

___ No

- *If yes, please provide the following information for any members who are City employees.
 - Member's Name
 - Job Title
 - City Department

Please note that any members who are City employees must excuse or withdraw themselves from any activity or decision related to this application and any subsequent grant, if made, because of a potential conflict of interest or lack of impartiality.

SECTION 1A: FISCAL SPONSOR – If a Fiscal Sponsor is representing another organization for

this application, complete the following information

Is a Fiscal Sponsor applying for a FY23 GOS grant on behalf of another organization?

_____ Yes

_____ No

Fiscal Sponsor Information

- **Fiscal Sponsor Organization Name**
- **Fiscal Sponsor Contact Person's Name for this Application – Who can GFTA contact with questions?**
- **Fiscal Sponsor Contact Phone Number**
- **Fiscal Sponsor Contact Email**
- **Fiscal Sponsor Executive Director's Name**
- **Fiscal Sponsor Executive Director's Email**

SECTION 2: POPULATIONS SERVED – In this section, you can select answers from lists. Some lists will let you select more than one option.

To select more than one option, hold down the CTRL button and click on choices that apply to your organization.

- **Intended Ethnicity Served**
- **Intended Economic Status Served**
- **Intended Population Served**
- **Intended Neighborhood Served**
- **Intended District Served**
- **Intended Cultural District Served**

SECTION 3: EVENTS OVERVIEW

- How many in-person and/or online events did you have or will you have had between July 1, 2021 and June 30, 2022?

SECTION 4: APPLICATION QUESTIONS – This is the section of the application that will be scored.

Evaluation Criteria for this Section – 100 Points

Evaluation criteria is used by GFTA to score each application. Each application may have a total score of up to 100 points. An application must score a minimum of 60 points in order for an applicant to be eligible for a grant award.

There are three criterion categories that are evaluated and scored. There is a word limit for each question. It is recommended that applicants include bullet point responses rather than write in a paragraph format.

- Use bullet point responses
- Limit your answers to the space and word limits provided
- Provide brief, clear, and concise answers

SECTION 4A: COMMUNITY ENGAGEMENT AND IMPACT (40 points, 40% of score)

The City prioritizes local community collaborations and diversity of arts programming. In the questions below, describe how your organization will impact San Francisco communities and how your programming demonstrates diversity.

What is the impact and value of your programming on the community and especially on people and neighborhood(s) with limited arts opportunities? (100-word limit)

Do you have any longstanding community partnerships? If so, please list the names of those partners/organizations/schools. If you have partnerships with schools, also indicate whether you have a MOU. (100-word limit)

What uniqueness does your organization bring to the City? (80-word limit)

What distinguishes you from others in the field? (80-word limit)

Who are the artists/cultural leaders in your organization? What are their roles and responsibilities? (100-word limit)

Board or Other Advisory Panel Make-Up

- How many members does your Board or other Advisory Body consist of? (10-word limit)
- What percentage of those members live in San Francisco? (10-word limit)

If this application is for **Granting and Re-Granting Services**, what technical assistance do you provide to other community organizations and nonprofits? (100-word limit)

SECTION 4B: ECONOMIC IMPACT (40 points, 40% of score)

The City is focused on economic recovery and activation in San Francisco, and at this time is prioritizing in-person events. In the questions below, describe how your organization will contribute to the economic recovery and activation of San Francisco.

What efforts do you make to hire San Francisco residents and local emerging artists? What percentage of your staff and contractors live in San Francisco? (120-word limit)

How do you market and promote your programs and what are your plans to attract attendance of San Francisco residents and visitors? (120-word limit)

How many visitors attended your **in-person** programs from July 1, 2021 to June 30, 2022? (10-word limit)

How many visitors attended your **virtual** programs from July 1, 2021 to June 30, 2022? (10-word limit)

Please list methods for tracking and measuring engagement, i.e., attendance. (120-word limit)

SECTION 4C: FISCAL ACCOUNTABILITY (up to 20 points, 20% of score)

The City seeks to align with organizations and artists who are able to deliver on arts programming in the City and who have a track record of accountability.

Describe how your organization has the fiscal capacity to deliver on your arts programming. What is your financial management and governance process (i.e., review; approval process; measures to get back on track if budgeting and fundraising get derailed)? (150-word limit)

Who handles your organization's day-to-day financial activities and oversight? (20-word limit)

For the period July 1, 2022 to June 30, 2023, what kind of programming will be supported by your budget? (150-word limit)

Please provide a list of planned activities/events and, for each one, include the following:

- Title of the activity/event,
 - Estimated date it will occur
 - Type of event (e.g., music, dance, art, parade, festival, exhibit, lessons, classes, workshops, etc.)
- What are your organization's annual major funding sources? (100-word limit)

Certification

Organization Name

Name of person making this representation on behalf of the organization

Send confirmation email to this email address (when this application is 100% complete and submitted, you will receive a confirmation at this address)

This certification and release must be signed by the individual applicant or principal officer of the organization with the knowledge of the matters contained herein and with legal authority to obligate the organization.

The undersigned certifies that all information contained herein is accurate or represents a reasonable estimate of future operations, based on data available at the time of application; and, that there are no misstatements or misrepresentations contained herein or in the attachments. The individual applicant or organization will comply with the federal laws that regulate Fair Labor, Civil Rights, Accessibility, and other regulations and City requirements in this grant application. The undersigned hereby releases the City & County of San Francisco, Grants for the Arts, and their respective officers, employees and agents, from any and all liability and/or responsibility concerning damage to or loss of materials submitted to FormAssembly, whether or not such damage or loss is caused by the negligence or intentional acts or omissions of FormAssembly, its respective officers, employees & or agents.

WHEN THIS APPLICATION IS 100% COMPLETE AND SUBMITTED,
YOU WILL RECEIVE A CONFIRMATION EMAIL--CHECK YOUR JUNK/SPAM IF YOU DO NOT SEE
THE CONFIRMATION IN YOUR MAIN INBOX

I acknowledge and agree to the terms stated above:

_____ Yes

_____ No

SUPPLEMENTAL DOCUMENTATION

Important:

- These attachments are required
- Attachments should be uploaded in PDF format
- Each attachment must be less than 20mb before uploading. Your application cannot be processed if any file is larger than 20mb

1. **General Operating Budget**

- a. Most recent, approved General Operating Budget* for your organization's most recent fiscal year.

**For Fiscal Sponsors, only provide the budget for the Sponsoree organization (not the Fiscal Sponsor).*

2. **Financial Documentation**

- a. Organizations with budgets up to \$2 million must provide a copy of the most recent IRS Form 990 submission*.
- b. Organizations with budgets of \$2 million or more must provide:
 - i. A copy of the most recent IRS Form 990 submission*, and
 - ii. The most recent Statement of Activities (Profit & Loss Sheet)* and Statement of Financial Position (Balance Sheet)*.

**For Fiscal Sponsors, only provide the financial documentation for the Fiscal Sponsor (not the Fiscal Sponsoree).*

3. **Proof of San Francisco Corporate Address***

- a. This can be in the form of a utility (water, gas, electricity) bill, telephone/internet bill, bank statement, renter's agreement with date, or mortgage documentation.
- b. This document should be no more than three (3) months old and must include the applicant's name.

**For Fiscal Sponsors, provide the Sponsoree's proof of address.*

4. **Publication 78 Data as Proof of Good Standing with the IRS**

To obtain this, visit <https://apps.irs.gov/app/eos/> and enter your organization's information to secure **Pub 78 Data**.

**For Fiscal Sponsors, provide this for the Fiscal Sponsor's organization.*

Sample **Pub 78 Data** – In this form, the answer to “On Publication 78 Data List” must be “Yes” for your organization:

[Nonprofit Organization Name]

EIN: 12-3456789 | San Francisco, CA, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: [PC](#)

FOR APPLICANTS AND FISCAL SPONSORS THAT ARE NEW TO GFTA

If your organization has never received a grant from GFTA, this requirement applies to you. Organizations that are new to GFTA are eligible to apply for a FY23 GOS grant if they demonstrate they have provided Arts Programming, Parades and/or Festivals, or Granting and Re-Granting Services **for at least the last three (3), consecutive years.**

In addition to providing items 1-4 in this section, applicants that have never received a grant from GFTA must also provide the following supplemental documentation:

5. Provide a list of activities/events that your organization has implemented/hosted for each of the last three (3), consecutive years which are categorized as Arts Programming, Parades and/or Festivals, or Granting and Re-Granting Services. The period that the list should span is July 1, 2019 to present.

FISCAL SPONSOR REQUIREMENTS

In addition to providing items 1-5 in this section, Fiscal Sponsors must provide the following supplemental documentation:

6. Letter signed by the Executive Director of the Fiscal Sponsor’s organization that confirms there is an agreement between the Fiscal Sponsor and the organization being sponsored.

RUBRIC

CRITERION	CRITERIA	SCORE
<p><u>Criterion # 1: Community Engagement & Impact (40%)</u></p> <p><u>Each of the 6 criteria will be scored as follows:</u></p> <p>1 = Strongly disagree 2 = Disagree 3 = Agree 4 = Strongly agree</p>	The applicant's programming has positive impact and value on the community and especially on people and neighborhood(s) with limited arts opportunities.	
	The applicant is deeply engaged with communities of color, low-income, LGBTQ+, disabled, or other communities who experience barriers to arts participation and funding. (If applicant community engagement is in San Francisco schools, they have a formal memorandum of understanding (MOU) that includes the duration of the relationship and the contact person information.)	
	Programming is unique and currently not offered by other organizations to the city of San Francisco. The applicant is distinguished from others in the field.	
	The applicant has artists/cultural leaders in their organization. Their roles and responsibilities are listed.	
	The applicant's Board/Advisory Body include San Francisco residents. They list the number of members in their Board/Advisory Body.	
	<i>*Below criteria applies to Granting and Re-Granting Services only.</i> If this application is for Granting and Re-Granting Services, the applicant provides technical assistance for other community organizations and nonprofits.	
<p><u>Criterion # 2: Economic Impact (40%)</u></p> <p><u>Each of the 5 criteria will be scored as follows:</u></p> <p>1 = Strongly disagree 2 = Disagree 3 = Somewhat 4 = Agree 5 = Strongly agree</p>	The applicant makes efforts to hire San Francisco residents and local emerging artists. They have staff and contractors that live in San Francisco.	
	The applicant has a comprehensive plan to attract attendance of residents and visitors. The applicant provides evidence of intentional marketing and promotional efforts.	
	The applicant's programming is well attended as evidenced by the number of visitors for their in-person programs from July 1, 2021 to July 30, 2022.	
	The applicant's programming is well attended as evidenced by the number of visitors for their virtual programs from July 1, 2021 to July 30, 2022.	

	The applicant uses systematic methods to track and measure engagement, i.e. attendance.	
<u>Criterion # 3: Fiscal Accountability (20%)</u>	The applicant is in a stable or improving financial condition to deliver on its arts programming. The applicant has a strategic management and governance process (i.e., review and approval process; measures to get back on track if budgeting and fundraising get derailed).	
<u>Each of the 4 criteria will be scored as follows:</u>		
1 = Strongly disagree	The applicant has a thriving programming supported by a balanced budget that is planned for the period July 1, 2022 to June 30, 2023. This is evidenced by their program titles and estimated dates.	
2 = Disagree		
3 = Somewhat	The applicant demonstrates a diverse portfolio of funders.	
4 = Agree		
5 = Strongly agree	The applicant has staffing who handles the day-to-day financial activities and oversight.	

WHAT TO EXPECT IF AWARDED

If your organization receives a Notice of Award from Grants for the Arts (GFTA), carefully follow these steps to receive a grant. If you have any questions, please contact our team at gfta@sfgov.org.

1. **Become a registered supplier with the City and County of San Francisco:**

a. If your organization is NOT already a registered supplier with the City and County of San Francisco (City), go to the City's "Become a Supplier" webpage to register: <https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.

b. GFTA cannot process your organization's grant until this step is completed by your organization. Once your organization is a registered supplier, you may complete the other required steps.

2. **Secure required insurance:**

a. If you receive a Notice of Award, you will need to meet the City's insurance requirements. See Appendix A to review these guidelines and make sure your insurance meets the City's requirements for its suppliers ***Send Appendix A to your agent/broker so they can provide the correct documents.***

3. **Gather other required information and documentation:**

a. Your organization's most recently approved budget. Include the Fiscal Year begin and end dates in this budget.

b. A completed **Appendix D - Interests In Other City Contracts**--found here: [Forms/Links - San Francisco Grants for the Arts \(sfgfta.org\)](https://www.sfgfta.org/Forms/Links)—where you will list any and all contracts and grants your organization has received and expects to receive from other City Departments for the period July 1, 2022 to June 30, 2023. If you do not expect to receive other grants or contracts for this period of time, enter N/A and submit the form to GFTA.

c. Your organization's Federal Tax ID.

d. The contact information of your organization's Approved Signatory for DocuSign. The Approved Signatory (Signatory) is the person authorized to sign legally binding agreements or contracts.

4. **Complete the Intake Form:**

a. GFTA will send awardees a FormAssembly link to the Intake Form

b. Submit all the above requested information, including required attachments, via the Intake Form.

b. When submitting the form, your organization's Signatory must provide multi-factor authentication (MFA) in order to e-sign a grant agreement. MFA is a secure way to verify the Signatory's identity. The Signatory will need to provide:

- Their email address
- Cell phone number
- Any other information required in the Intake Form.

c. GFTA must have the correct and accurate information of your organization's signatory. If any of this information changes or is incorrect, then the whole e-signature process must be restarted and will result in a delay in receiving the grant.

d. GFTA will contact you with any questions or concerns regarding the information submitted. Grant agreements cannot be executed until all information is accurately submitted.

5. Grant agreement via DocuSign:

a. After you have provided with all required documentation and information, and any compliance issues have been resolved; GFTA will write the grant agreement.

b. When the grant agreement is finished and ready to be signed, the Signatory will receive an email from DocuSign to review and sign the grant agreement. The Signatory will need to follow the steps received in the email—they should make sure to check junk and spam inboxes if the email does not arrive in the main email box

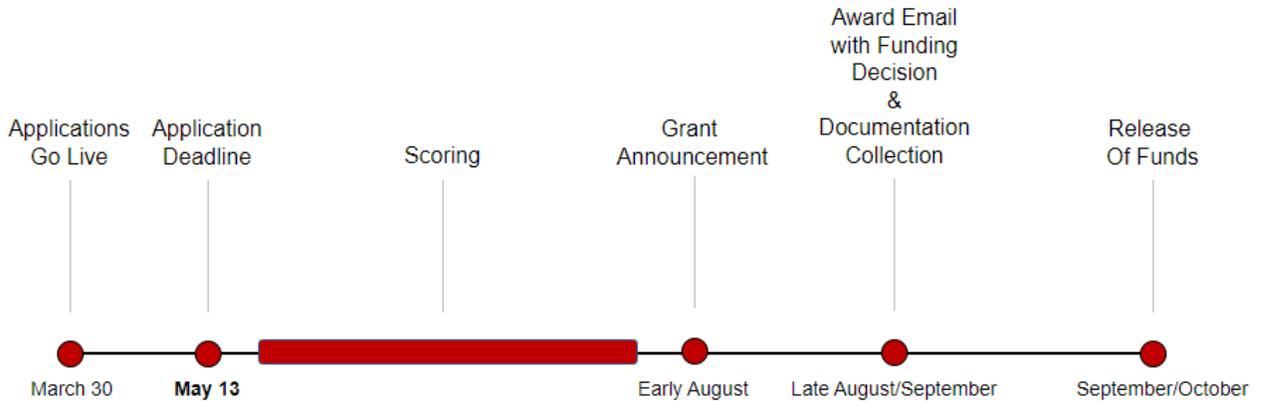
6. Receive grant funds:

a. After the grant agreement is fully executed, a Purchase Order (PO) will be created. The Signatory will receive a copy of the PO—no further action is needed for the PO by your organization. This means your organization can start submitting reimbursement requests for the grant funds.

b. For information on reimbursement procedures, [please click here](#).

Again, if you have any questions, please contact us at GFTA@sfgov.org.

GRANT CYCLE TIMELINE



APPENDIX A

INSURANCE REQUIREMENTS FOR GRANTEES

IMPORTANT:

- This Appendix is relevant if you receive a Notice of Award.
- Share this document with your insurance agent/broker. They should provide insurance documents as outlined here and in accordance with the City and County of San Francisco's requirements.

Dear Applicant:

If grant funds are awarded, there are insurance requirements that must be met prior to grant issuance or reimbursement of General Operating Expenses. Grants for the Arts (GFTA) must receive Certificates of Insurance (COI) and all required endorsements as follows:

Minimum Insurance Requirements:

(Please see Appendix B – Grant Agreement Sample,- Article 10 for a complete description of all required insurance and provisions)

1. **General Liability or Special Event Insurance:** \$1,000,000 each occurrence
 - a. **Additional Insured Endorsement** – naming the “City & County of San Francisco, its officers, agents and employees.”
2. **Commercial Auto Liability:** \$1,000,000 each accident
 - a. **Additional Insured Endorsement** – naming the “City & County of San Francisco, its officers, agents and employees.”
3. **Workers' Compensation**, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
 - a. **Waiver of Subrogation Endorsement** - The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors

Temporary Exemptions (aka Waivers) for required insurance & related endorsements:

1. Auto Liability – an exemption (aka waiver) may be requested if Grantee does not own any vehicles and will not be using any vehicles for the purposes of the grant.
2. Workers' Compensation – an exemption (aka waiver) may be requested if Grantee does not have employees (as defined by the California Labor Code Sections 3351-3351.1.)

Again, if you receive a Notice of Award, please immediately contact your insurance broker/agent to obtain evidence of all the insurance and endorsements required by the grant agreement

(Please see Article 10 of the Grant Agreement for all required insurance provisions)

If you or your broker/agent have questions about the insurance requirements, email

GFTA@sfgov.org.

Disclaimer: Other insurance may be required as applicable to the services being performed and determined by the Risk Management Division and must be submitted prior to grant issuance or reimbursement.

APPENDIX B

GRANT AGREEMENT SAMPLE

This Sample is from the Office of Contract Administration (the 2021 version which may differ slightly from the 2022 version). This can also be found at [G-100 \(4-19\) Grant Template.docx | Office of Contract Administration \(sfgov.org\)](#).

CITY AND COUNTY OF SAN FRANCISCO
<<INSERT NAME OF DEPARTMENT OR COMMISSION>>

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

<<INSERT NAME OF GRANTEE IN ALL CAPS>>

THIS GRANT AGREEMENT (“Agreement”) is made as of **<<INSERT DATE>>**, in the City and County of San Francisco, State of California, by and between **<<INSERT NAME OF GRANTEE IN ALL CAPS >>** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **<<INSERT NAME OF DEPARTMENT OR COMMISSION >>** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **<<INSERT NAME OF GRANT, IF APPLICABLE>>** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

<<INSERT SHORT DESCRIPTION OF PROJECT/ACTIVITY IN UNDERSCORED TEXT>> ; 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 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 INSERT START DATE and expire on INSERT EXPIRATION DATE, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

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

reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

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

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

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

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

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

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or

City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed <<INSERT DOLLAR AMOUNT>> Dollars (\$<<INSERT AMOUNT>>).

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 <<SPECIFY TIME PERIOD>>.

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

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:

The following types and amounts of insurance are those most commonly required in city contracts, but departments should tailor the types and amounts of insurance to the particular risks of each grantee's services. Please contact the city's risk manager with specific questions or changes to the standard insurance requirements.

(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 one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

Use the following paragraph in place of (b) ONLY if grantee will provide services for vulnerable clients such as minors and/or the elderly; otherwise remove entirely.

(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.

If professionals are used as part of the grant agreement, professional liability will be required. Insert the following subsection (d) as appropriate.

(d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

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

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

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

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

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

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

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

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

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

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

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

Do not insert the following section until after the Risk Manager grants a waiver.

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: <<Insert Name of Department>>
<<INSERT ADDRESS>>
San Francisco, CA <<INSERT ZIP CODE>>
Attn: <<INSERT CONTACT NAME>>
-

If to Grantee: <<Insert Name of Grantee>>
<<INSERT ADDRESS>>
San Francisco, CA <<INSERT ZIP CODE>>
Attn: <<INSERT CONTACT NAME>>
Facsimile No. <<INSERT FAX NO. IF FAX NOTICES DESIRED>>

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

16.3 Reserved.

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

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

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

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

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

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

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

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

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

If the Agreement will involve the grantee or subgrantees providing services involving direct supervision of minors or will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, then insert §16.13. Supervision includes oversight responsibilities at City parks, playgrounds, recreational centers or beaches. Otherwise, §16.13 should read “Reserved. (Working with Minors)”

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

"Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500)

liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

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

**ARTICLE 17
MISCELLANEOUS**

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

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

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

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

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

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

appendices are attached to and a part of this Agreement:

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

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

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

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

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

- Section 4.3 Ownership of Results.
- Section 6.4 Financial Statements.
- Section 6.5 Books and Records.
- Section 6.6 Inspection and Audit.
- Section 6.7 Submitting False Claims; Monetary Penalties
- Article 7 Taxes
- Article 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.

Insert section 17.12 if this agreement is with health and human services nonprofits; otherwise, do not include section 17.12.

17.12 Dispute Resolution Procedure. A Dispute Resolution Procedure is attached under the Appendix <<ENTER THE APPENDIX LETTER>> to address issues that have not been resolved administratively by other departmental remedies.

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:

<<INSERT CITY DEPARTMENT OR COMMISSION IN ALL CAPS>>

<<INSERT NAME OF GRANTEE IN ALL CAPS>>

By: _____
<<INSERT NAME OF SIGNATOR>>
<<INSERT TITLE>>

By: _____

Print Name: _____

Approved as to Form:

Title: _____

Dennis J. Herrera
City Attorney

Federal Tax ID #: _____

City Supplier Number: _____

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

In the footer, the page number should match the “of” number, such as “29 of 29.”

Appendix A--Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made); *[or, if advances are permitted: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request];*
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or

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

Appendix B--Definition of Grant Plan

The term "Grant Plan" shall mean

Appendix C--Form of Funding Request

FUNDING REQUEST

_____, 200__

<<INSERT NAME OF DEPARTMENT>>
<<INSERT ADDRESS OF DEPARTMENT>>
San Francisco, CA <<INSERT ZIP CODE>>

Re: Grant No. <<INSERT YOUR REFERENCE NO.>>

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of <<INSERT DATE>>, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested
in this Request: \$ _____

Maximum Amount of
Grant Funds Specified in
Section 5.1 of the Grant
Agreement: \$ _____

Total of All Grant Funds
Disbursed Prior to this

Request: \$ _____

Grantee certifies that:

- (a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.
- (b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.
- (c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description
--------------	---------------	--------------------

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

Appendix F – Insurance Waiver

Use as appropriate and only if an insurance waiver has been signed and granted by the risk manager.

Appendix G - State/Federal Funding Terms

I. State/Federal Required terms:

If this Grant is being funded by any federal or state agency that requires terms to be incorporated within this sub grant, include them in this section.

II. Grant Components:

The City as the pass-through agency is responsible for, at the time of the grant award, to identify and provide to the subrecipient the federal award information listed below.

(1) Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see §200.39 Federal award date);

(v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

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.

<<NAME OF GRANTEE>>

By _____

Print Name _____

Title _____

APPENDIX C

AMENDED: VERSION 2

As of Monday, April 4, 2022, you are able to save your work in the Online Application if you need to get back to it later. However, GFTA strongly recommends that you prepare your application answers and gather required, supplemental documentation prior to starting the online application.

Amendments to the Online Application's Content:

- **Page 10 of the Online Application, Supplemental Documentation, 1. General Operating Budget (sample question is on page 14 of this RFP) –**
If there is a Fiscal Sponsor, the Sponsoree's budget is needed.

- **Page 10 of the Online Application, Supplemental Documentation, 2. Financial Information (sample question is on page 14 of this RFP) –**
If there is a Fiscal Sponsor, the Fiscal Sponsor's financial information is needed since, if awarded, the Fiscal Sponsor will be the Grantee receiving the award on behalf of the Sponsoree.