



REQUEST FOR PROPOSALS (RFP)
GENERAL OPERATING SUPPORT GRANTS
FISCAL YEAR 2024

Fiscal Year 2024 (FY24) refers to the City and County of San Francisco's own Fiscal Year—for FY24, start and end dates are July 1, 2023 – June 30, 2024. Any grant funded under this RFP will have start and end dates that align with these dates.

Release Date/Time:

Friday, March 31, 2023, 5:00 p.m. (PDT)

Closing Date/Time:

Monday, May 15, 2023, 5:00 p.m. (PDT)

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 2024 (FY24) to support arts and culture activities in the City and County of San Francisco (City).

In 2020, GFTA derived a vision, a set of values and goals, and amended the mission statement, centering equity as the principal component of its work. While we continue to center this work, we are also sharpening our focus on economic recovery and activation as our city continues to reckon with the aftermath of the COVID-19 pandemic. You will find that this year's application not only weighs applicants' economic impact more heavily (it constitutes 50% of applicants' scores), but also seeks to understand applicants' economic and community impact *within San Francisco*.

The design of the FY24 GOS application is meant to inspire authentic reflection and internal analysis for each applying organization. The driving goals of GFTA's vision for granting processes connect to the application in the following ways:

- Streamlining the application to make the process easier and less time-consuming;
- Sharpening the application's focus on economic recovery and activation;
- Sharpening the application's focus on addressing historically underserved people and neighborhoods in San Francisco;
- Utilizing a scoring guide as a tool for reviewing and scoring applications; and
- Aligning with the City's priorities of economic impact, community engagement, and operational & fiscal accountability.

As a reminder, the application for the General Operating Support Arts program opens on March 31, 2023 at 5 PM (PDT) and will close at 5 PM (PDT) on May 15, 2023. Application submissions are date/time stamped.

Applicants must attend one of our three virtual **Application Workshops**, which will guide you through this RFP and offer key tips and tricks for applying. Workshops will be held throughout the course of the application period – dates and registration links can be found on page 7 of this RFP.

We look forward to reviewing your applications for Fiscal Year 2024.

Wishing you the best,

Vallie Brown, Director

RFP & 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 and cultural organizations.

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 and gather the required documentation.

Please note:

- Applications must be submitted in an online form using the FormAssembly link <https://sfgfta.tfaforms.net/26>.
- You are able to save your work in FormAssembly and return to it later.
- GFTA strongly recommends that you review this RFP in its entirety, prepare your application answers, and gather the required supplemental documentation prior to starting the online application:
 - The application questions are on pages 11-23 so you can review them, draft your answers in a program like Microsoft Word, save them to your files, then copy and paste them into the online application.
 - The documentation requirements are on pages 24-25.
- In order to be eligible for funding consideration, applicants must meet all **Eligibility Requirements** listed on page 9.
- 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.
- If you experience technical difficulties with this application, attend a Technical Assistance Workshop (dates and registration links are on page 7 of the RFP) or contact GFTA immediately to get assistance: gfta-program@sfgov.org.
- You will receive a confirmation email when your application is 100% submitted in FormAssembly. Check your junk/spam boxes if you do not see it in your primary email box and save the confirmation email.
- Incomplete applications are ineligible to be scored or funded.

RFP Posting Period

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

- **Release Date/Time: Friday, March 31, 2023, 5:00 p.m. (PDT)**
- **Closing Date/Time: Monday, May 15, 2023, 5:00 p.m. (PDT)**

Applications are timestamped. Applications received after 5:00 p.m. are ineligible to be scored or funded.

General Operating Support (GOS) Grant Types

This RFP is for GOS grants that will support the following Grant Types during the fiscal year 2024 period from July 1, 2023 to June 30, 2024:

- **Arts Programming:** A season or series of public performances or displays of art works in San Francisco.
- **Parades and Festivals:** Art and cultural experiences in the form of parades or festivals in San Francisco public spaces.
- **Capacity Building & Regranting** (formerly "Granting & Re-Granting"):
 - Capacity building support and/or technical assistance for San Francisco-based artists and/or nonprofit arts and culture organizations. Areas of support can include but are not limited to:
 - Audience development
 - Cultural competency and racial equity action plans
 - Fiscal sponsorship
 - Financial management and literacy
 - Fundraising and development
 - Grant writing
 - Laws and regulations as they apply to the arts and culture sector
 - Marketing and publicity
 - Nonprofit governance
 - Professional development
 - Space/capital planning and evaluations
 - Strategic and business planning
 - Regranting programs for San Francisco-based artists and/or nonprofit arts and culture organizations. *See the definition of "regranting" in the Definitions section below.*

Grant Amounts

Grant amounts range between \$10,000 and \$450,000. Amount determination is based on the organization's general operating budget size, application score (you must score

75 points or more to be eligible for funding), and GFTA's FY24 budget availability. Should additional City funding become available, grant amounts may be adjusted.

Grants awarded to organizations receiving GFTA funding for the first time will not exceed \$10,000.

Grants awarded to organizations who have received grants from GFTA previously, but whose application did not score high enough to receive an award for the last application will also not exceed \$10,000.

Grant Term

A grant funded pursuant to these guidelines will have a grant term of 12 months for the period July 1, 2023 to June 30, 2024. The City, at its sole and absolute discretion, shall have the option to extend the term for up to three additional years as determined by Grants for the Arts.

Scoring Overview

- Scoring 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 75 points in order to be eligible for a grant award.

Scoring Criteria, Definitions, and Weight

With each new application cycle, GFTA builds its GOS application and scoring guide to align with updated City priorities. The scored section of the FY24 application is divided into three parts. Each focused on three City priorities. Definitions and score weights of each section are as follows:

- **Economic Impact (50 points / 50% of score):** Utilization of the arts and culture to drive economic recovery and activation in San Francisco.
- **Community Engagement & Impact (35 points / 35% of score):** Utilization of the arts and culture to deliberately improve San Francisco through deep engagement and integration with communities to understand needs and cultivate lasting, equitable change.
- **Operational and Fiscal Accountability (15 points / 15% of score):** The ability to deliver on arts & culture programming and/or services in San Francisco, with a track record of responsible operational and fiscal management.

Additional Definitions

- **Commercial Corridors:** Streets, avenues, parkways, and boulevards associated with commerce and having a primarily commercial character.
- **Historically Underserved People & Neighborhoods:** A population, whether identified by ethnicity, race, minority factors, culture, or place of origin, with a shortage of or obstacle to services.
- **Regranting:** The act of acquiring a grant and using the funds from that grant to create, manage, and finance smaller grants for an administrative fee not to exceed 10 percent of the grant amount.

Workshops

Virtual Application Workshops are being held to guide prospective applicants through this RFP and application process. Attendance to one of the workshops is mandatory. The dates and times for the workshops are:

- [Tuesday, April 4, 2023, 2 p.m. to 3 p.m.](#)
- [Friday, April 14, 2023, 2:30 p.m. to 3:30 p.m.](#)
- [Thursday, May 4, 2023, 10 a.m. to 11 a.m.](#)

The last 20 minutes of these workshops will be reserved for Q&As with GFTA staff, during which attendees will be able to submit questions using the 'Q&A' function. Frequently Asked Questions (FAQ) will be available at <https://sfgfta.org/faq/>. For convenience, a recording of the Application Workshop will be available at <https://sfgfta.org/program-information/overview-fy24-general-operating-support-grants-cycle/>

Virtual Technical Assistance Sessions will be held to troubleshoot technical issues in FormAssembly in real-time. Dates and times for the technical assistance sessions are:

- [Thursday, April 13, 2023, 1:30 p.m. to 2:30 p.m.](#)
- [Thursday, April 27, 2023, 11 a.m. to 12 p.m.](#)
- [Thursday, May 11, 2023, 1:30 p.m. to 2:30 p.m.](#)
- [Monday, May 15, 2023, 11 a.m. to 12 p.m.](#)

If questions come up outside of the workshops or sessions, organizations that are considering applying for FY24 GOS grant funds can also send questions related to this RFP to gfta-program@sfgov.org.

GFTA reserves the right to:

- Reissue this RFP;
- Reject or cancel this RFP in whole or in part at any time before a Grant Agreement is entered into;
- Prior to the 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;
- Request additional information or documentation from any applicant or applicants after an application submission.

Disclaimers:

- Any City employees on the staff, board, or panel of applicant organizations must recuse 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.

Contact Information

Grants for the Arts

RFP or Program Inquiries: gfta-program@sfgov.org

General Inquiries: gfta@sfgov.org

ELIGIBILITY

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

- 1) Be a current 'Supplier' with the City of San Francisco by the time a grant award is made, if awarded.
 - a) This means your organization is registered with the City and County of San Francisco to be able to receive grant funds.
 - b) See COMPLIANCE CHECKLIST in Appendix A of the RFP—this has instructions on how to become a Supplier if your organization has never received grants from the City.
- 2) Possess 501(c)(3) status;
 - a) Applicants must have a valid 501(c)(3) public charity designation from the IRS **or**
 - b) Have a valid fiscal sponsor that has 501(c)(3) public charity designation from the IRS
- 3) Not be a governmental entity;
- 4) Maintain a San Francisco corporate address;
- 5) Have presented a season or series of public performances or presentations of artworks in San Francisco for at least three consecutive years at the time of application **or** have provided capacity building support and/or technical assistance for San Francisco-based artists and/or nonprofit arts and culture organizations for at least three consecutive years at the time of application;
- 6) Have a mission that is clearly focused on the development, production, presentation and/or support of arts, youth arts, and/or cultural activities in San Francisco;
- 7) Be prepared to present a season or series of public performances or presentations of artworks in San Francisco within FY24 **or** be prepared to provide capacity building support and/or technical assistance for San Francisco-based artists and/or nonprofit arts and culture organizations within FY24;
- 8) Be in compliance with GFTA, other City Departments and programs, and GFTA fiduciary partners and grantees;
- 9) Demonstrate certain administrative and fiscal qualities, as evidenced by:
 - a) Receiving non-GFTA sources of funding **and**
 - b) Maintaining insurance policies required by the City
- 10) Not be in default on any grants or loans from: (1) Grants for the Arts; (2) other City departments (including but not limited to the Department of Children, Youth and Their Families, Office of Economic and Workforce Development, Mayor's Office of Housing and Community Development, San Francisco Arts Commission); (3) Northern California Grantmakers Arts Loan Fund; (4) Community Vision Capital and Consulting; (5) Community Arts Stabilization Trust; and/or (6) the Center for Cultural Innovation. This default clause was

expanded due to the fact that GFTA has fiduciary relationships with these particular organizations.

- 11) Be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of grant execution and must remain in good standing during the term of the agreement. Upon request, applicant must provide documentation to the City demonstrating its good standing with applicable legal requirements. If applicant will use any nonprofit to perform the agreement, applicant will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement.

APPLICATION & SCORING GUIDE OVERVIEW

This section is meant to help you get ready to complete the online [FormAssembly application](#). Below are the sections and questions you will be responding to in the online application, along with the scoring guide for each question.

SECTION 1: GENERAL INFORMATION

This section of the application **does not** get scored. It requests basic information GFTA needs in order to better understand your organization.

1A. ABOUT YOUR ORGANIZATION

This section is for your organization's information, not a Fiscal Sponsor's information. If you are using a Fiscal Sponsor, their information will go into section 1B.

- **Name of Applicant Organization (as shown on your Form W-9)**
- **City of San Francisco Supplier ID Number:** If your organization has previously received grants from the City, please include this information; if your organization has not, write "N/A". Hint: Your supplier ID Number is a ten-digit number beginning with "00000".
- **Website**
- **Contact Name for this Application**
- **Contact Phone Number**
- **Contact Email**
- **Executive Director's Name**
- **Executive Director's Email**
- **Grant Type:** Please read through the Grant Type descriptions below and choose the one that best fits your needs.
 - **Arts Programming** [conditional question – if checked, the questions highlighted in **GREEN** will appear in the scored sections below]
 - **Parades and Festivals** [conditional question – if checked, the questions highlighted in **GREEN** will appear in the scored sections below]
 - **Capacity Building & Regranting** (formerly "Granting & Re-Granting") [conditional question – if checked, the questions highlighted in **YELLOW** will appear in the scored sections below]
- **Discipline or type of programming**
 - Capacity Building & Regranting
 - Dance
 - Festival
 - Literary Arts
 - Media Arts
 - Multidisciplinary
 - Music
 - Parade
 - Theater

- Visual Arts
- **Please provide your organization's Mission Statement. In addition, you may also provide a Vision Statement and/or Values. (175-word limit)**
- **Please provide a brief summary of your organization's history and major accomplishments. (200-word limit)**
- **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 from July 1, 2023 to June 30, 2024. (100-word limit)

1B: FISCAL SPONSOR

- **Is a Fiscal Sponsor applying for a FY24 GOS grant on behalf of another organization?**
 - Yes [*conditional question—if yes, the following will pop up*]
 - 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**

1C: POPULATIONS SERVED

This section includes drop-down lists. Some lists will allow you to select more than one option.

To select more than one option:

- For PC users, hold down the CTRL button and click on choices that apply to your organization.

- For Mac users, hold down the COMMAND button and click on choices that apply to your organization.

- **Intended Ethnicity/Ethnicities Served (If your intended ethnicity served is a general audience, please only select “General - No Specific Ethnicity.”)**
 - General – No Specific Ethnicity
 - American Indian or Alaska Native
 - Asian or Asian American
 - Black or African American
 - Hispanic or Latinx
 - Middle Eastern or Northern African
 - Native Hawaiian or Pacific Islander
 - White
 - Another option not listed here (please specify) ____

- **Intended Economic Status Served**
 - Low Income
 - All Income Levels
- **Intended Population Served**
 - Disabled
 - General – No Specific Population
 - LGBTQIA2+ [*conditional question—if yes, the following will pop up*]
 - Within this population, what, if any, specific sub-populations does your organization serve?
 - Lesbian
 - Gay
 - Bisexual
 - Transgender
 - Queer/Questioning
 - Intersexual
 - Asexual
 - Two-Spirited
 - Other
 - Refugees/Immigrants
 - Seniors
 - Veterans
 - Youth & Families
- **Intended Neighborhood(s) Served (If you do not serve a specific neighborhood, please only select “General - All Neighborhoods.”)**
 - General - All Neighborhoods
 - Bayview/Hunters Point
 - Bernal Heights
 - Castro/Upper Market
 - Central Market
 - Chinatown
 - Civic Center
 - Crocker Amazon
 - Diamond Heights
 - Dogpatch
 - Excelsior
 - Fillmore
 - Financial District/South Beach
 - Glen Park
 - Golden Gate Park
 - Hayes Valley
 - Inner Richmond
 - Inner Sunset
 - Lakeshore
 - Lower Haight
 - Marina
 - Mission

- Nob Hill
- Noe Valley
- North Beach
- Oceanview/Merced/Ingleside
- Outer Mission
- Outer Richmond
- Pacific Heights
- Portola
- Potrero Hill
- Presidio
- Russian Hill
- Seacliff
- South of Market
- Sunset/Parkside
- Tenderloin
- Treasure Island/Yerba Buena Island
- Twin Peaks
- Upper Haight
- Visitacion Valley
- West of Twin Peaks
- Western Addition
- **Intended District(s) Served**
 - 1-11...
- **Intended Cultural District(s) Served**
 - No Specific Cultural District Served
 - African American Arts & Cultural District (Bayview Hunters Point)
 - American Indian (Mission District)
 - Calle 24 Latino (Mission District)
 - Castro LGBTQ (Castro)
 - Transgender (Tenderloin)
 - Japantown (Western Addition)
 - Leather & LGBTQ (South of Market)
 - Pacific Islander (Visitacion Valley and Sunnydale)
 - SOMA Pilipinas (South of Market)
 - Sunset Chinese (Sunset)

1D: FISCAL INFORMATION

- **Have you received previous funding from GFTA?** *[conditional question – if yes, the following will pop up]*
 - **How many total years of funding has your organization received?**
 - Under 5 years
 - 5-10 years
 - Over 10 years
 - **If you received a GFTA grant for the FY23 grant cycle (July 1, 2022 – June 30, 2023), enter the grant amount here. If not, enter \$0.**

- **Amount of grant funding you are requesting** (*hint: requested grant amounts may range from \$10,000 to \$450,000*)
- **Your Organization's Current Fiscal Year Begin Date**
- **Your Organization's Current Fiscal Year End Date**
- **What was your average annual budget over your organization's last three fiscal years?**
- **During your organization's last, fully completed fiscal year, what was your total revenue?**
- **During your organization's last, fully completed fiscal year, what were your total expenses?**

SECTION 2: SCORED QUESTIONS

The following questions will be broken up and organized based on your Grant Type selection of:

☉ Arts Programming or Parades and Festivals or ▲ Capacity Building & Regranting

☉ Arts Programming and Parades and Festivals questions will ONLY appear in the online application if you select one of these grant types. In this RFP, these questions will be highlighted in GREEN with a '☉' symbol beside them.

▲ Capacity Building & Regranting questions will ONLY appear in the online application if you select this grant type. In this RFP, these questions will be highlighted in YELLOW with a '▲' symbol beside them.

**Note: The highlighted feature is only used for RFP breakdown purposes. Questions will not be highlighted in the FormAssembly application.*

TIPS FOR FILLING OUT THIS SECTION

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

ECONOMIC IMPACT (50 points, 50% of score)

Economic Impact: Utilization of the arts and culture to drive economic recovery and activation in San Francisco.

1A.

☉ Arts Programming/Parades & Festivals ONLY

During the City's 2023 Fiscal Year (June 30, 2022 - July 1, 2023):

- **For FY23, how many in-person activities/events did you have or will you have had between July 1, 2022 and June 30, 2023?**
 - **Of these activities/events, how many were/will be in-person in San Francisco?**

- Please use the fields below to provide information for **up to 5** of your most well-attended in-person, San Francisco-based activities/events that occurred or will occur between **July 1, 2022 and June 30, 2023**.

Activity/Event Name	Date(s)	Total Number of Participants/Attendees	Venue/Site Name	Venue/Site Neighborhood	Venue/Site Capacity
Activities/Events may include programming, workshops, etc.	Please provide exact date(s)				

▲ Capacity Building & Regranting ONLY

During the City's 2023 Fiscal Year (June 30, 2022 - July 1, 2023):

- **For FY23**, how many in-person and/or virtual events/activities did you have or will you have had between **July 1, 2022 and June 30, 2023**?
 - What was/will be the total number of attendees/participants in your programming between **July 1, 2022-June 30,2023**?
 - Of these attendees/participants, how many reside in San Francisco?
- Please use the fields below to provide information for **up to 5** activities/events that were or will be your most well-attended between **July 1, 2022 and June 30, 2023**.

Activity/Event Name	Date(s)	Total Number of Participants/Attendees	Venue (if virtual, write "virtual")	Neighborhood (if virtual, write "virtual")	Venue/Site/Activity Capacity

1B.

● Arts Programming / Parades & Festivals ONLY

During the City's 2024 Fiscal Year (June 30, 2023 - July 1, 2024):

- For FY24, how many in-person activities/events will you have between July 1, 2023 and June 30, 2024?
 - Of these activities/events, how many will be in-person in San Francisco?
- Please use the fields below to provide information for up to 5 of your in-person, San Francisco-based activities/events that you anticipate will be your most well-attended between July 1, 2023 and June 30, 2024.

Activity/Event Name	Estimated date(s) it will occur	Venue/ Site Name	Venue/Site Neighborhood	Venue Capacity
Activities may include programming, workshops, etc.	Please include at least the month and year.			

▲ Capacity Building & Regranting ONLY

During the City's 2024 Fiscal Year (June 30, 2023 - July 1, 2024):

- For FY24, how many in-person, San Francisco-based events and/or virtual activities focused on San Francisco audiences will you have between July 1, 2023 and June 30, 2024?
- Use the fields below to provide information for up to 5 activities/events that you anticipate will be your most well-attended between July 1, 2023 and June 30, 2024. Please only include San Francisco-based events/activities or those focused on San Francisco audiences.

Activity/Event Name	Estimated date(s) it will occur	Venue/Site Name (if virtual, write "virtual")	Venue/Site Neighborhood (if virtual, write "virtual")	Venue/Site/Activity Capacity
	Please include at least the month and year.			

CRITERIA: The applicant demonstrates economic investment in San Francisco through robust, diverse programming and evidence of well-attended events given the organization’s budget size and grant type.

3 = Strongly disagree	6 = Disagree	9 = Somewhat	12 = Agree	15 = Strongly agree
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2.

Are there additional partnerships, collaborations, or strategies you’re employing in order to economically activate the neighborhood(s) in which your in-person activities/events are taking place? Please share specific examples from activities/events between **July 1, 2022 and June 30, 2023**. (200-word limit)

CRITERIA: The applicant demonstrates strong partnerships, collaborations or strategies to economically activate the neighborhood(s) where the organization’s in-person activities/events occur.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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3.

What have your organization’s efforts been in hiring San Francisco residents between **July 1, 2022 and June 30, 2023**?

- Average number of **full-time paid staff** (employees & contractors, 40 hours per week): _____ *Hint: Include employees (W-2) & contractors (1099)*
- Average number of **full-time paid staff** (employees & contractors) that live in San Francisco (40 hours per week): _____
- Average number of **part-time paid staff** (employees & contractors, 34 hours or less per week): _____
- Average number of **part-time paid staff** (employees & contractors) that live in San Francisco (34 hours or less per week): _____
- Average number of **paid artists** featured in your programming: _____
- Average number of **paid artists** featured in your programming that live in San Francisco: _____

CRITERIA: The applicant demonstrates regular efforts to hire San Francisco residents given the organization’s number of employees and contractors, budget size and grant type.

3 = Strongly disagree	6 = Disagree	9 = Somewhat	12 = Agree	15 = Strongly agree
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4A.

During FY23 (July 1, 2022 – June 30, 2023): Please mark the below marketing and promotional efforts your organization uses to attract attendance of San Francisco residents and out of town visitors.

- _____ Social Media
- _____ Marketing Emails
- _____ Advertising (i.e., print, tv, radio)
- _____ Partnerships
- _____ Up-To-Date Website
- _____ Press Coverage
- _____ Other

For each marketing effort used, please list strategies, tools, and/or specific examples of successful outreach/engagement. (150-word limit)

4B.

In your marketing and promotional efforts, do you promote San Francisco commercial corridors near your FY23 (July 1, 2022-June 30, 2023) activities/events? *Hint: Please read GFTA’s definition of commercial corridors in the “Definitions” section of the RFP.*

If yes, list **up to 5** San Francisco commercial corridors that you promote. (50-word limit)

CRITERIA: The applicant: 1) employs marketing & promotional efforts including marketing emails, social media, advertisement, partnership, broadcast (i.e., tv, radio), up-to-date website, press coverage etc.; 2) demonstrates strategies, tools, and/or specific examples of successful outreach/engagement; and 3) employ marketing and promotional efforts supporting San Francisco commercial corridors near their FY23 activities/events.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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COMMUNITY ENGAGEMENT & IMPACT (35 points / 35% of score)

Community Engagement & Impact: Utilization of the arts and culture to deliberately improve San Francisco through deep engagement and integration with communities to understand needs and cultivate lasting, equitable change.

5.

© Arts Programming/Parades & Festivals Only: Please use the fields below to provide information for **up to 5** in-person activities in San Francisco that best represent your mission/vision/values. Please only include activities that occurred or will occur during the City’s fiscal year (July 1, 2022 – June 30, 2023).

▲ Capacity Building & Regranting Only: Please use the fields below to provide information for **up to 5** in-person activities in San Francisco, or virtual activities focused on San Francisco audiences, that best represent your mission/vision/values. Please only include activities that occurred or will occur during the City’s fiscal year (July 1, 2022 – June 30, 2023).

Activity Name	Activity Duration	Venue Name/ Location	1-2 Sentence Description (75 word limit)	If activity is fee-based, how does the activity reach beyond fee-paying participants/attendees? If activity is not fee-based, write "Free" (50 word limit)	Describe the importance and impact of this activity on San Francisco (2-3 bullets / 75 word limit)
Ex: Programming or Workshops	Please provide exact dates. Ex: July 2, 2022- February 3, 2023			Ex: Free/Sliding scale tickets	

CRITERIA: The applicant’s activities/ events demonstrate: 1) alignment with their mission/ vision/values; 2) measurable impact and value to people and neighborhoods of San Francisco; 3) efforts to reach low-income participants.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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6.

● Arts Programming/Parades & Festivals Only: Please use the fields below to provide information for up to 5 in-person activities in San Francisco that best represent your engagement with historically underserved people and neighborhoods. Please only include activities that occurred or will occur during the City’s fiscal year (July 1, 2022 – June 30, 2023).

▲ Capacity Building & Regranting Only: Please use the fields below to provide information for up to 5 in-person activities in San Francisco, or virtual activities focused on San Francisco audiences, that best represent your engagement with historically underserved people and neighborhoods. Please only include activities that occurred or will occur during the City’s fiscal year (July 1, 2022 – June 30, 2023).

Activity Name	Activity Duration	# of Participants/ Attendees	1-2 Sentence Description (75 word limit)	If providing free/ discounted tickets/fees, what percent of overall tickets/fees	Describe the importance and impact of this activity for historically underserved people and

				does this account for?	neighborhoods (2-3 bullets – 75 word limit)
	Please provide exact dates. Ex: July 2, 2022- February 3, 2023			Ex: Discounted tickets: 10% of overall tickets / Free tickets: 5% of overall tickets	

CRITERIA: The applicant’s activities specifically demonstrate: 1) being deeply embedded in and reflective of historically underserved people and neighborhoods in San Francisco and 2) a significant effort to offer free/discounted tickets/fees to historically underserved people and neighborhoods in San Francisco.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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7A.

- Tell us about the space your organization uses most.
 - Co-Op/Collective
 - No Physical Space/Building
 - Ownership
 - Rent/Lease
- If you own or lease your own space/venue in San Francisco, do you offer rental space or sub-leases to other San Francisco-based arts orgs? *[conditional question – only appears if “No Physical Space/Building” is NOT selected]*
 - No
 - Yes – At market rate
 - Yes – At a discounted rate
 - Yes – At both market and discounted rates
- Please list the organizations that you offered rental space or sub-leases to **between July 1, 2022 and June 30, 2023.**

7B.

Please use the fields below to provide information about up to 6 San Francisco community partnerships or collaborations:

Name of SF-based partner/organization/business/SFUSD school(s) /neighborhood or merchants association	Duration of partnership	1-2 sentences describing the nature of this partnership (75 word limit)	If partnership is with an SFUSD school, how long and how often does your program engage with the school(s)?	Partner's point of contact (include Name, Role, Email, Phone #)
If you partner with SFUSD schools, provide the number of schools you engage with, not their names. Ex: "SFUSD (5 schools)"	(Ex: month 2012 – month 2022)		Examples: 2 weeks per year 10 hours per month from Sept-May	

CRITERIA: The applicant 1) has an array of San Francisco community partnerships, including (but not limited to): organizations, businesses, neighborhood or merchant associations, SFUSD school(s); 2) the depth and duration of these partnerships reflects a commitment to collaboration in San Francisco; and 3) offers rental space or subleases at a discounted rate, if they own or lease their own space/venue in San Francisco.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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8.

How do your organization's programs/services contribute to San Francisco's dynamic artistic and cultural diversity? (200-word limit)

CRITERIA: The applicant contributes to San Francisco's dynamic artistic and cultural diversity through the values, narratives, standards, aesthetics, and/or mechanics of its programs/services.

1 = Strongly disagree	2 = Disagree	3 = Somewhat	4 = Agree	5 = Strongly agree
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OPERATIONAL & FISCAL ACCOUNTABILITY (15 points / 15% of score)

Operational and Fiscal Accountability: The ability to deliver on arts & culture programming and/or services in San Francisco, with a track record of responsible operational and fiscal management.

9.

Describe who is engaged in fiscal oversight and reporting, and the procedures in place for monitoring and approving the organization’s finances. (200-word limit)

CRITERIA: The applicant demonstrates dedicated, experienced staff that handles the day-to-day financial activities and oversight, given the organization’s budget size. The applicant’s explanation shows a clear and detailed procedure for monitoring and approving finances.

1 = Strongly disagree	2 = Disagree	3 = Somewhat	4 = Agree	5 = Strongly agree
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10.

Please complete your Total Revenue (from your most recent, completed fiscal year) breakdown below:

Total Revenue: \$_____

Corporate Sponsorships: \$_____

Earned Income: \$_____

Grants (e.g., government & private foundation): \$_____

Other (e.g., individual donors): \$_____

Hint: Enter “0” if N/A.

CRITERIA: The applicant demonstrates a well-distributed and diversified revenue stream. Diversified revenue stream can include: private foundations, government grants, corporate sponsorships, individual donors, earned income, etc.

2 = Strongly disagree	4 = Disagree	6 = Somewhat	8 = Agree	10 = Strongly agree
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SECTION 3: SUPPLEMENTAL DOCUMENTATION

Important:

- Attachments may be uploaded in any of the following formats:
 - .pdf
 - .xls
 - .xlsx
 - .doc
 - .docx
- Each attachment **must be less than 20mb** before uploading. Your application cannot be submitted if any file is larger than 20mb.
 1. **General Operating Budget** - *For Fiscal Sponsors, provide the budget for the organization being sponsored.*
 - a. Board-Approved General Operating Budget for your organization's most recently completed fiscal year (not for the fiscal year in which you are currently operating).
 2. **Proof of San Francisco Corporate Address** - *For Fiscal Sponsors, provide proof of address for the organization being sponsored.*
 - 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 APPLICANTS AND FISCAL SPONSORS THAT ARE NEW TO GFTA

If your organization has never received a grant from GFTA, an application is eligible to be reviewed for a FY24 GOS grant if the organization demonstrates it has provided Arts Programming, Parades and/or Festivals, or Capacity Building & Regranting **for at least the last three (3), consecutive years.**

In addition to providing items 1 and 2 in this section, applicants that have never received a grant from GFTA must also provide the following supplemental documentation:

3. 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 Capacity Building & Regranting. The period that the list should span is July 1, 2020 to present.

FISCAL SPONSOR REQUIREMENTS

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

4. 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.

SECTION 4: CERTIFICATION

- Organization Name:
- Name of person making this representation on behalf of the organization:
- Send confirmation of my application submission 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.
 - Yes _____
 - No _____
- There are no misstatements or misrepresentations contained herein or in the attachments.
 - Yes _____
 - No _____
- The individual applicant and, if applicable, the organization being fiscally sponsored have read and understand the Compliance Checklist in Appendix A of the RFP, and can meet **all compliance requirements if the applicant is awarded a grant**
 - Yes _____
 - No _____
- The individual applicant and, if applicable, the organization being fiscally sponsored will comply with the federal laws that regulate Fair Labor, Civil Rights, Accessibility, and other regulations and City requirements in this grant application.
 - Yes _____
 - No _____

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.

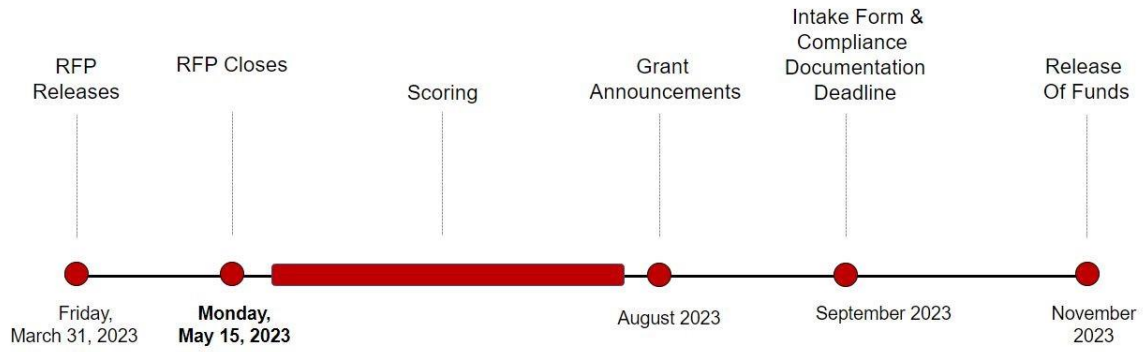
WHEN THIS APPLICATION IS 100% COMPLETE AND SUBMITTED, YOU WILL

RECEIVE A CONFIRMATION EMAIL. PLEASE CHECK YOUR JUNK/SPAM IF YOU DO NOT SEE THE CONFIRMATION IN YOUR MAIN INBOX.

This date constitutes a signature: _____

After you hit submit, you will be asked to review and CONFIRM your answers. Scroll through your answers and keep a copy using 'Print this page', then click the 'Confirm' button to submit your application. Thanks for your application!

GRANT CYCLE TIMELINE



WHAT TO EXPECT IF AWARDED

This section is an overview of what Awardees can be expected to provide to the City, post-award. “Awardees” are organizations who receive a Notice of Award for applications under this RFP.

There are several City requirements with which Awardees must comply if they receive a Notice of Award from GFTA. ***All requirements must be satisfied before a grant agreement (a.k.a. contract) can be written and executed.***

GFTA will host workshops for Awardees following the issuance of the Notices of Award to walk through all items that GFTA must receive from Awardees.

Requirements may include, but are not limited to the following. Awardees must:

- **Be or become a registered supplier with the City and County of San Francisco:** Awardees that are NOT already registered suppliers with the City should visit the City’s “Become a Supplier” webpage to register, <https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.
- **Complete an Intake Form:** GFTA will send an Intake Form (IF) to all Awardees for completion. The IF will request all details and documentation needed in order for GFTA to be able to complete a grant agreement (a.k.a. contract). Details may include, but are not limited to:
 - o Awardee organization’s name, point of contact, all contact information, Federal Employer Identification Number, etc.
 - o Name and contact information for the person who is authorized to sign contractually binding agreements on behalf of the Awardee (authorized signatory)
 - o Uploaded documents for the IF, which include but are not limited to:
 - Certificate of Insurance (COI) for Commercial General and Automobile policies, and Workers Compensation – Reference the Compliance Checklist in Appendix A for an extended list of requirements including detailed requirements for insurance coverages

- The most recently approved budget for the period the grant award will cover, July 1, 2023 to June 30, 2024
- A completed **Appendix D – Interests In Other City Contracts** for listing any and all contracts and grants the Awardee has received and expects to receive from other City Departments for the period July 1, 2023 – June 30, 2024.

Again, GFTA will host workshops following the issuance of the Notices of Award. These sessions will walk Awardees through all information and items that GFTA must receive from them before a grant agreement (a.k.a. contract) can be written and executed.

APPEALS

Grant Determination Appeal Process

The only basis on which an appeal of a funding determination will be considered are an alleged error in, or violation of, the posted review process and procedures. Incomplete proposals or errors contained within proposals do not constitute grounds for appeal. Dissatisfaction with the denial or amount of a grant is not sufficient grounds for an appeal.

Grounds for appeal are evidenced by at least one of the following:

- The proposal was reviewed on the basis of criteria other than those appearing in the relevant published guidelines.
- The Grants for the Arts staff or Advisory Panel was influenced by members who failed to disclose conflicts of interest.
- Erroneous information was knowingly provided during the review of proposals.

The first step in the appeals process is to consult with a program officer to review the considerations that went into the decision. If the applicant wishes to pursue an appeal, a request must be submitted by letter—on the organization’s letterhead and signed by both the organization’s executive director and board chair—to the Director of Grants for the Arts within 14 days of the date of award notification. The letter must cite evidence to support one or more of the grounds for appeal noted above.

The appeal will be determined at the discretion of the Director of Grants for the Arts, who will make a final ruling or refer the matter to the Grants for the Arts Advisory Panel. In the event the Director of Grants for the Arts makes a final ruling, they will make a report to the Grants for the Arts Advisory Panel at the earliest opportunity.

Late or Missed Application Deadline Appeal Process

Grants for the Arts expects all applicants to meet posted grant application deadlines. In some instances, appeals for submitting a late application may be approved. Approval to submit a late application does not imply that the grant will be awarded, only that the application will be considered.

The appeal should be submitted by letter—on the organization’s letterhead and signed by both the organization’s executive director and board chair—to the Director of Grants for the Arts within 14 days of the application’s posted deadline.

In appealing to be granted the opportunity to submit a late application, the applicant’s letter must include:

- Reason for missing the deadline.
- The reason why the late application request should be considered.
- Demonstrable hardships that would result from the organization not being permitted to apply.

The appeal will be determined at the discretion of the Director of Grants for the Arts, who will make a final ruling.

APPENDICES

APPENDIX A – COMPLIANCE CHECKLIST

A Guide to the City’s Compliance Requirements

The City and County of San Francisco (City) and State of California have compliance requirements for all organizations that accept grant awards from the City. ***If (not before), an applicant receives a Notice of Award***, both the applicant and, if applicable, the organization being fiscally sponsored, must be able to meet all requirements outlined in the Compliance Checklist below. If the organization(s) do not meet these requirements, the City will be unable to issue a grant agreement (a.k.a. contract).

NOTE: GFTA does not manage the vast majority of these compliance requirements. The appropriate agency to contact is included for each item. Please contact them directly.

Compliance requirements include, but are not limited to the following.

Applicants need to:

- Be a registered Supplier with the City
 - ***Awardee/Grantee must contact*** [SF City Partner](#) to become a Supplier
- Have a Supplier ID
 - ***Awardee/Grantee must contact*** [SF City Partner](#) to obtain this
- Be compliant with the Health Care Accountability Ordinance (HCAO)
 - ***Awardee/Grantee must contact OLSE:*** Office of Labor Standards Enforcement (OLSE) [Health Care Accountability Ordinance | Office of Labor Standards Enforcement \(sfgov.org\)](#),
 - HCAO Form: [HCAO Declaration](#)
- Be compliant with the Minimum Compensation Ordinance (MCO),
 - ***Awardee/Grantee must contact OLSE:*** Office of Labor Standards Enforcement (OLSE) [Minimum Compensation Ordinance | Office of Labor Standards Enforcement \(sfgov.org\)](#),
 - MCO Form: [MCO Declaration](#)
- Be headquartered in an approved state like California (12X/Supplier HQ State)
 - ***Awardee/Grantee must contact*** [SF City Partner](#) to ask for this to be updated
- Have current TTX/Business Tax Registration
 - ***Awardee/Grantee must contact Treasurer/Tax Collector:*** [Home | Treasurer & Tax Collector \(sftreasurer.org\)](#)
- Be compliant with 12B Equal Benefits Ordinance
 - ***Awardee/Grantee must contact*** [SF City Partner](#)
- Have an “Active” status with the California Secretary of State
 - ***Reference*** [Search | California Secretary of State](#)
- Have a “Current” status with the California Office of the Attorney General

- o **Reference** [California Office of the Attorney General](#)
- Submit a General Operating Budget that covers the City's fiscal year which is also the grant agreement term begin and end dates, 7/1/23 to 6/30/24
- Submit Appendix D with a list of other contracts with the City, if applicable
- Be compliant with the First Source Hiring program (only applicable for awards that are \$50,000 or more)
 - o **Awardee/Grantee must contact** the First Source Team at the Office of Economic and Workforce Development (OEWD), send an email to business.services@sfgov.org
- Provide Certificate of Insurance (COI) indicating policies are carried as outlined below
 - o **Awardee/Grantee should contact** GFTA@sfgov.org with questions
 - General Liability (GL) **and** Additional Insured Endorsement
 - Minimum coverage - \$1 million
 - Auto Liability (AL) **and** Additional Insured Endorsement, if applicable
 - Minimum coverage - \$1 million
 - Workers Compensation (WC) **and** Waiver of Subrogation
 - Minimum coverage - \$1 million
 - Under limited circumstances, a waiver request(s) for the following may be accepted in lieu of the required insurance coverages:
 - o AL
 - o WC
 - Under limited circumstances, "event only" insurance may be accepted

Contact your insurance broker to check that your organization has the required types and minimum limits of insurance coverages. You may need to buy more insurance if you do not have enough to meet all minimum requirements.

APPENDIX B – GRANT AGREEMENT SAMPLE

**CITY AND COUNTY OF SAN FRANCISCO
GRANTS FOR THE ARTS**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

«FSP Name in FSP»

GRANTS FOR THE ARTS GRANTEE: *ARTS CATEGORY*

GRANT AMOUNT: **«Award_Amount»**

TERM: July 1, 2022 THROUGH June 30, 2023

THIS GRANT AGREEMENT (“Agreement”) is made as of **October 1, 2022** in the City and County of San Francisco, State of California, by and between **«FSP_Name_in_FSP»** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **GRANTS FOR THE ARTS** (“GFTA” or “Department”).

RECITALS

WHEREAS, Grantee has applied to the Department for a **General Operating Support** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

To develop and implement arts and culture programming in San Francisco; and

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

WHEREAS, the City and Grantee are just now executing this Agreement due to the timing of the grant application process and administrative related delays; and

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

WHEREAS, the City and Grantee intend for this Agreement to cover the period of July 1, 2022 to June 30, 2023, despite this delay.

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 mean the plans, performances, events, exhibitions, acquisitions or other activities or matters described in the Application Documents; provided, however, that in the event of any inconsistency in such description, the most recent of the conflicting documents shall govern.

(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 SuperSEURE of Conflicting Provisions. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

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

ARTICLE 3

TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2022** and expire on **June 30, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4

IMPLEMENTATION OF GRANT PLAN

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

4.2 Grantee's Personnel.

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

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

4.4 Reserved. (Works for Hire.)

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.

4.6 Events and Publications.

(a) **Requirements and Restrictions.** Grantee acknowledges that the use of Grant Funds for publicity and advertising the Grant Plan will promote important interests of City, but that City must protect against the use of City resources (including the Grant Funds) in campaigns for elective office or voter initiatives. Accordingly, Grantee agrees that: (i) if Grant Funds are used for a parade or other public event, no political signs urging the election or defeat of any candidate for political office or any initiative will appear in the parade or event, including signs appearing on any person, float, automobile (or other vehicle) or any moving or stationary structure which is part of the parade or event and within the control of Grantee; (ii) Grantee shall instruct any participants in any aspect of the Grant Plan that any public speeches or communications in connection with the Grant Plan may not indicate support for or opposition to any candidate for political office or voter initiative; (iii) no other electoral political activity of any kind will be allowed or condoned (including the publishing or distributing of statements) as part any parade or other public event funded, in whole or in part, with Grant Funds; (iv) incumbent office holders will be allowed to enter any such parade or other public event in their capacity as incumbents and shall be identified only as such; and (v) Grantee shall inform all participants in any such parade or other public event and all subcontractors of the provisions of this Section 4.6(a) in a manner reasonably calculated to ensure compliance with such provisions.

(b) **Acknowledgment of Funding.** Grantee shall acknowledge City's funding under this Agreement in all parades or other public events and in all publications, brochures, advertisements, programs, press releases, posters, pamphlets and other communications for dissemination to the public in connection with the implementation of the Grant Plan or the use of Grant Funds. Such acknowledgment shall conspicuously state "This agency (or this event) is sponsored in part by a grant from Grants for the Arts."

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 the Grant Amount on page 1 of this Agreement.

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 in reimbursement for Eligible Expenses as follows:

(a) Grantee shall submit to GFTA, at the address for notices pursuant to Article 15, a Funding Request (a "Funding Request") substantially in the form attached as Appendix C. The Funding Request shall be accompanied by copies (on 8½" x 11" paper) of the following, each in form and substance satisfactory to GFTA: (i) an invoice for each item of Eligible Expense for which reimbursement is requested; (ii) the front and the back of canceled checks or other written evidence documenting the payment of each invoice; (iii) 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) and (iv) a separate listing of public programs or activities held or presented by Grantee during the period covered by the Funding Request. Any Funding Request that is submitted and is not approved by GFTA shall be returned by GFTA to Grantee for the correction or deletion of the noncomplying item(s) from the Funding Request.

(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 each week.

(c) If the amount specified in Section 5.1 is less than \$100,000, Grantee may claim its full grant amount at any time during the Fiscal Year after the term hereof commences.

(d) If the amount specified in Section 5.1 is between \$100,000 and \$200,000, Grantee may claim no more than one-half of the designated allocation in the first two Fiscal Quarters. Annual parades and celebrations are exempt from this restriction.

(e) If the amount specified in Section 5.1 is \$200,000 or above, Grantee may claim no more than one-fourth of the designated allocation per Fiscal Quarter. Grantee shall submit one Funding Request per Fiscal Quarter for the full amount of the quarter's allotment. Annual parades and celebrations are exempt from this restriction.

(f) If Grantee has received funds from GFTA during the prior Fiscal Year, no disbursements will be made to Grantee until Grantee has delivered to GFTA its year-end Financial Statements for the prior Fiscal Year pursuant to Section 6.4 and GFTA has accepted and approved such report.

5.4 Reserved. (State or Federal Funds.)

5.5 No Advances of Grant Funds Except as expressly stated herein, no Grant Funds shall be disbursed prior to Grantee's expenditure of Eligible Expenses and submission of an appropriate Funding Request with respect to such Eligible Expenses.

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

Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

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

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

8.4 Conflict of Interest.

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

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

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

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal

assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9

INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

ARTICLE 10 INSURANCE

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness. 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 unless Grantee does not have employees as defined by the California Labor Code Sections 3351-3351.1.

(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, provided, however, that if the Grantee will provide services for vulnerable clients such as minors and/or the elderly, then the following Commercial General Liability Insurance must include Abuse and Molestation coverage.

(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.

(d) Reserved. (Professional liability insurance.)

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. Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Article 15 entitled "Notices and Other Communications".

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 Third Parties and Evidence of this Insurance. If a third party including, but not limited to, a subcontractor or subgrantee will be used to complete any portion of this agreement, the Grantee shall ensure that the third party 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.

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 GFTA or City:

Grants for the Arts

401 Van Ness Avenue, Suite 321

San Francisco, CA 94102

If to Grantee:

At the address for notices set forth below Grantee's signature

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 ("Chapter 83"), that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83. The requirements of Chapter 83 apply if the grant amount under this agreement (including any amendments) is more than \$50,000.

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

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

Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

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

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement

shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

16.18 Reserved. (Slavery Era Disclosure.)

16.19 Distribution of Beverages and Water.

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

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

16.20 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 the GFTA Director who shall decide the true meaning and intent of the Agreement. The GFTA Director's 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.

17.12 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.

17.13 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:

GRANTS FOR THE ARTS

«FSP_NAME_IN_FSP»

By:

By: _____

—

Vallie Brown

Print Name: «Signatorys_Full_Legal_Name»

Director

Approved as to Form:

Title: «Signatorys_Official_Title»

David Chiu
City Attorney

Federal Tax ID #:
«Federal_Tax_ID_Number»

City Supplier Number: «FSP_Supplier_ID»

By: _____

Address for notice:

Lauren Curry

«Street_Address_1» «Street_Address_2»

Deputy City Attorney

San Francisco, CA «Zip_Code»

Attn: «Signatorys_Full_Legal_Name»

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 (except as expressly stated herein, no advances of Grant Funds shall be made);
- (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 «**FSP_Name_in_FSP**» «**Organization_being_sponsored_if_theres**» shall utilize this General Operating Support grant to develop and implement arts and culture programming to benefit San Francisco's communities and economy. Due to the ongoing COVID-19 pandemic, the Grantee acknowledges it may not be able to adhere to the arts and culture programming as originally proposed. Accordingly, the Grantee agrees to notify Grants for the Arts promptly if the Grantee plans to modify its programming due to COVID-19 disruptions. Grant funds will not be released until Grants for the Arts reviews and approves any modified Grant Plan.

Appendix C--Form of Funding Request

Accurate and complete forms with backup documentation must be sent to GFTA-reimbursement@sfgov.org.

Grant Program: Arts Programming

Invoice Date: mm/d--d/yy

Invoice No: GFTA-«Grantee_Org_Acronym»-mm/dd/yy

Organization Name or Fiscal Sponsor (“Grantee”): «FSP_Name_in_FSP»

Fiscally Sponsored Organization or Project (if applicable):

«Organization_being_sponsored_if_theres»

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) between the undersigned (“Grantee”) and the City and County of San Francisco, Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested for this Reimbursement Request:	\$
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Grantee certifies that:

1. The total amount of Grant Funds requested in this Funding Request will be used to pay Eligible Expenses listed in the attached Schedule 1
2. Also attached is backup documentation for each Eligible Expense listed in Schedule 1
3. No Event of Default has occurred and is continuing; and
4. The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

Print Name: Type name of officer authorized to submit this funding request

Title: Type title of officer

Appendix C – Schedule 1 to Request for Funding

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

Payee	Check No.	Date	Amount	Eligible Expense Category Description

Appendix D--Interests In Other City Contracts

Appendix E--Permitted Subgrantees

Appendix F – Insurance Waiver