SAN FRANCISCO PUBLIC WORKS

Edwin M. Lee
Mayor

Mohammed Nuru
Director

David Bui
Deputy Division Manager

Office of the Deputy Director
for Financial Management
and Administration

Contract Administration
1155 Market Street, 4th floor
San Francisco, CA 94103
tel 415-554-6417

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

NOTICE TO PROCEED

Contractor:	Build Public, Inc. 315 Linden Street San Francisco, CA 94102
Project:	Green Benefit District (GBD) Formation Assistance Grant
Term:	5/30/2017 – 5/29/2018
Job No.:	1713C
DPW ID #:	GRANT005
Grant Sum:	$60,000.00
Certified Grant Sum:	$60,000.00

Controller's Posting Number:

Reference this # on your invoices:	DPSE17000441
Date Posted:	5/30/2017

Mohammed Nuru
Director of Public Works

by David Bui
Deputy Division Manager of Contract Administration
May 30, 2017

cc: Jonathan Goldberg, Grants Manager
Devin Macaulay, Grants Budget Analyst
Accounting

attachments: Contract Purchase Order # DPSE17000441-01, 02
Agreement

DB:td

* * * * * * * * * O R I G I N A L * * * * * * * * * * *

CITY AND COUNTY OF SAN FRANCISCO

PURCHASE ORDER - NON PURCHASING
DPW - BUREAU OF STREET ENVIRONMENT SVC

PO NUMBER: DPSE17000441
PO AMOUNT: $60,000.00

TO: BUILD PUBLIC INC
315 LINDEN STREET
SAN FRANCISCO CA 94102

PO PRINT DATE: 05/30/2017

CONTACT: BROOKE RAY SMITH
PHONE : 415-551-7636
VENDOR ID: 94588

TERMS: NET
FOB : DEST

<<

ISSUE DATE : 05/30/2017

DELIVER TO: 2323 CESAR CHAVEZ ST., BLDG. A, ROOM 24
SAN FRANCISCO CA 94103-0000

Mohammed Nuru, Director of Public Works

AUTHORIZED SIGNATURE: ______________________ DATE : MAY 30 2017
PHONE:

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

By:

Julia Dawson, Deputy Director

INVOICE TO: DPW-OFFMA ACCTG DIV (PW811)
1155 MARKET STREET, 2ND FLOOR
SAN FRANCISCO CA 94103

TERMS:

JO#1713C ID#GRANT005

PROG: GREEN BENEFIT DISTRICT FORMATION ASSISTANCE GRANT (FY 2016-17)
GBD FORMATION ASSISTANCE TO RESIDENTS, MERCHANTS AND INSTITUTIONS IN THE INNER SUNSET NEIGHBORHOOD TO ESTABLISH A GREEN BENEFIT DISTRICT (GBD) TO FUND PUBLIC REALM IMPROVEMENTS AND SERVICES.

TERM OF THIS AGREEMENT SHALL COMMENCE ON MAY 30, 2017 THROUGH MAY 29, 2018, WITH THE OPTION TO MODIFY FOR UP TO SIX (6) ADDITIONAL MONTHS.

GRANT AMOUNT NOT TO EXCEED: $60,000.00

CONTACT: JONATHAN GOLDBERG, PH: 415-695-2015

CONTINUED, NEXT PAGE

PURCHASE ORDER - NON PURCHASING
DPW - BUREAU OF STREET ENVIRONMENT SVC

PO NUMBER: DPSE17000441
PO AMOUNT: $60,000.00

ITEM	COMMODITY ID NAME/SPECS	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7440-15	JB	N	1.00	50,000.0000	50,000.00

SVC,HUMAN;CMMNTY SPPRT (COMMUNITY SUPPORT)

JO#1713C ID#GRANT005 (1 OF 2)
PROG: GREEN BENEFIT DISTRICT FORMATION ASSISTANCE GRANT (FY 2016-17)
GBD FORMATION ASSISTANCE TO RESIDENTS, MERCHANTS AND INSTITUTIONS IN THE INNER SUNSET NEIGHBORHOOD TO ESTABLISH A GREEN BENEFIT DISTRICT (GBD) TO FUND PUBLIC REALM IMPROVEMENTS AND SERVICES.

TERM OF THIS AGREEMENT SHALL COMMENCE ON MAY 30, 2017 THROUGH MAY 29, 2018, WITH THE OPTION TO MODIFY FOR UP TO SIX (6) ADDITIONAL MONTHS.
.
AMOUNT OF THIS LINE 001: $50,000.00
GRANT AMOUNT NOT TO EXCEED: $60,000.00

CONTACT: JONATHAN GOLDBERG, PH: 415-695-2015

ITEM	COMMODITY ID NAME/SPECS	UOM	TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
2	7440-15	JB	N	1.00	10,000.0000	10,000.00

SVC,HUMAN;CMMNTY SPPRT (COMMUNITY SUPPORT)

JO#1713C ID#GRANT005 (2 OF 2)
PROG: GREEN BENEFIT DISTRICT FORMATION ASSISTANCE GRANT (FY 2016-17)
GBD FORMATION ASSISTANCE TO RESIDENTS, MERCHANTS AND INSTITUTIONS IN THE INNER SUNSET NEIGHBORHOOD TO ESTABLISH A GREEN BENEFIT DISTRICT (GBD) TO FUND PUBLIC REALM IMPROVEMENTS AND SERVICES.

TERM OF THIS AGREEMENT SHALL COMMENCE ON MAY 30, 2017 THROUGH MAY 29, 2018, WITH THE OPTION TO MODIFY FOR UP TO SIX (6) ADDITIONAL MONTHS.
.
AMOUNT OF THIS LINE 002: $10,000.00
GRANT AMOUNT NOT TO EXCEED: $60,000.00

CONTACT: JONATHAN GOLDBERG, PH: 415-695-2015

TOTAL ITEMS AMOUNT	$60,000.00
SALES TAX	$.00
INVOICE AMOUNT	$60,000.00

**** END OF ITEM LIST ****

* * * * * * * * O R I G I N A L * * * * * * * * * *

CITY AND COUNTY OF SAN FRANCISCO

PURCHASE ORDER - NON PURCHASING

DPW - BUREAU OF STREET ENVIRONMENT SVC

PO NUMBER: DPSE17000441
PO AMOUNT: $60,000.00

SFX	INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	PWC361GGFAAA	03801						50,000.00
02	PWC331GGFACP	03801		CPWMAD	051376			10,000.00
								60,000.00

**** END OF DOCUMENT ****

CITY AND COUNTY OF SAN FRANCISCO
San Francisco Public Works

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

BUILD PUBLIC INC.

THIS GRANT AGREEMENT (this "Agreement") is made this **APRIL 25, 2017**, in the City and County of San Francisco, State of California, by and between **BUILD PUBLIC INC.** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a **GREEN BENEFIT DISTRICT (GBD) FORMATION ASSISTANCE GRANT** for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

GBD FORMATION ASSISTANCE TO RESIDENTS, MERCHANTS AND INSTITUTIONS IN THE INNER SUNSET NEIGHBORHOOD TO ESTABLISH A GBD TO FUND PUBLIC REALM IMPROVEMENTS AND SERVICES; and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto 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) "**Agency**" shall mean **SAN FRANCISCO PUBLIC WORKS.**

(c) "**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 in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(d) "**Budget**" shall mean either the budget attached hereto as part of Appendix B, if any, or the budget included in the Application Documents, to the extent expressly approved by the Agency.

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

(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 all or any portion of which this Agreement is in effect.

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

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

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

or

shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter 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.

(n) "**HRC**" shall mean the Human Rights Commission of City, or, in light of legal changes in the governing structure, shall mean **"CMD"** or the Contract Monitoring Division of the City.

(o) "**Indemnified Parties**" shall mean: (i) City, including the Agency 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.

(r) **"Contractor"** shall mean "Grantee" as certain City Contracting requirements also apply to Grants of the City of San Francisco.

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 Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. 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; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code: City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. 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 that are provided by Grantee which are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement which would exceed 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.

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

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

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 Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the effective date specified in Section 3.1. Subject to Section 2.2, the term of this Agreement shall be from the date of certification by the Controller to one (1) year thereafter, with the option to modify for up to six (6) additional months.

ARTICLE 4
IMPLEMENTATION OF GRANT PLAN

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

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

4.3 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.

4.4 Publications and Work Product.

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

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

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

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

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

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

ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **SIXTY THOUSAND** Dollars (**$60,000**).

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget, if any, and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget. Should Eligible Expenses require significant reallocation due to unforeseen delays or changes in project scope or timeline, Grantee may negotiate a new contract scope and timeline with City, to be mutually agreed upon in writing by City and Grantee.

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

(a) Grantee shall submit to the Agency, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any Funding Request that is submitted and is not approved by the Agency shall be returned by the Agency to Grantee with a brief statement of the reason for the Agency's rejection of such Funding Request. If any such rejection relates only to a portion of Eligible Expenses itemized in such Funding Request, the Agency shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Agency.

(b) The Agency shall make all disbursements of Grant Funds pursuant to this Section by check payable to Grantee, sent via U.S. mail in accordance with Article 15, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make disbursements of Grant Funds no more than once during each **MONTH**.

5.4 State or Federal Funds

(a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

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

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Agency, in form and substance satisfactory to the Agency. 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, on or before the date of this Agreement, 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. 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; Monetary Penalties. Any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to 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 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.

6.9 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Article 6.

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. Earned Income Credit (EIC) Forms. Reserved.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

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

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

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

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City or 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.

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

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

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

ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY

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

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of

Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

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

ARTICLE 10
INSURANCE

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

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

(b) Commercial General Liability Insurance with limits not less than one million dollars ($1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

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

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

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

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

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

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

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

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

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

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

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 Applicable Laws**. Grantee fails to perform or breaches any of the terms or provisions of Article 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 and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the event of such termination, 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 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 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 (RFPs) 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 such 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 that is covered by such 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 has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. For the term of the Agreement, Grantee shall within 120 days after the end of **Grantee's fiscal year end** provide to City annual financial statements for the Project certified by the Grantee as complete and accurate and audited by an independent accounting firm. The Grantee acknowledges and agrees that the financial projections and audited financial statements shall be public records subject to disclosure upon request.

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 in all events 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 Agency 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 shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to the Agency or City:

San Francisco Public Works
2323 Cesar Chavez Street
San Francisco, CA 94124
Attn: Jonathan Goldberg

If To Grantee:

Build Public Inc.
315 Linden Street
San Francisco, CA 94102
Attn: Toral Patel
Toral@Buildpublic.Org

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

15.3 Change of Address. From time to time 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 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

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.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

(b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(f) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than $25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed $25,000 in the fiscal year.

16.9 Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

16.10 First Source Hiring Program.

(a) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 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. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

(c) Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

(d) Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

(e) Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to $5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to $10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of $348 per month, totaling approximately $14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total $5,000 for first violations and $10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of $5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. 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 Reserved. (Supervision of Minors).

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 the 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, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the 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. The 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. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The 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 www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 16.16(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

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. (Sugar-Sweetened Beverage Prohibition).

16.19 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 Agency or City of any default or breach of this Agreement shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency 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 Agency 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 Agency 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 director or president, as the case may be, of the Agency who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

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

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

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

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

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

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

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

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

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Reserved (Dispute Resolution Procedure).

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

CITY

SAN FRANCISCO PUBLIC WORKS

By: ______________________________

Mohammed Nuru
Director

GRANTEE:

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

BUILD PUBLIC INC.

By: ______________________________

Print Name: Brooke Ray Rivera

Title: Executive Director

Federal Tax ID #: 45-4245700
City Vendor Number: 94588

Approved as to Form:

Dennis J. Herrera
City Attorney

By: ______________________________

Yadira Taylor
Deputy City Attorney

Appendix A – Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

A. Paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made);
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:*

A. Payment by deliverables in accordance with Appendix B.

Eligible Expenses shall specifically *exclude*:

A. Personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
B. Capital expenses;
C. 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;
D. Penalties, late charges or interest on any late payments; or
E. 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.

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.

Appendix B – Definition of Grant Plan

The term "Grant Plan" shall mean:

Work Plan & Approach

Build Public has been providing guidance and hands-on support for community stakeholders in the Inner Sunset neighborhood to explore the formation of a Green Benefit District (GBD) since August 2016. With Build Public's help, a key leadership group has formed: a 15-person Formation Committee with 5 Co-Chairs. They have outlined a preliminary mission statement, list of goals and a preliminary geographic study area. Build Public and the Formation Committee have conducted initial outreach, including over 30 one-on-one meetings and small open house gatherings, and a well-attended Community Meeting on February 7, 2017 that attracted over 90 participants. To date, Build Public and the Formation Committee secured $11k from community organizations to help fund initial GBD formation work between August and November 2016. Build Public applied for and was awarded a $14k Vision Zero SF Safe Speeds Campaign Community Award, and has also secured $30k in pro bono work for the upcoming needs assessment survey and outreach activities between March and June 2017.

The proposed project would build on the Formation Committee's and Build Public's important foundational work in the Inner Sunset, and help advance their exploration of the GBD. Specifically, the San Francisco Public Works (Public Works) GBD Formation Assistance Grant would support a well-organized, professional campaign to solicit feedback and build GBD support from the Inner Sunset community over the next four months, leveraging Build Public's expertise on a range of engagement and support-building tools. Specific activities include:

a. **Planning:** Assemble Formation Committee roster that represents diverse range of stakeholders in neighborhood. Submit grant applications to support formation effort. Conduct walk audit with stakeholders to inventory neighborhood assets, opportunities and challenges. Develop context map synthesizing walk audit, as well as current plans and proposals, to articulate initial scope and study area. Develop project website and FAQs for outreach.

b. **Databases:** Develop property owner, business owner and stakeholder databases to identify participant base, and eventually conduct effective outreach.

c. **Community Workshop #1: Needs Assessment & Visioning:** Plan, facilitate and document an interactive workshop to meaningfully engage residents, merchants and institutions in the Inner Sunset in community needs assessment and GBD visioning activities. Workshop will be structured to help participants develop a shared vision for the future of their neighborhood; share in-depth feedback to complement survey results; and ultimately provide clear direction and parameters for development of the GBD Management Plan, including the Service Plan and Budget.

d. **Needs Assessment Survey:** Design, develop, administer a professional third-party adaptive online and paper survey to understand the specific types of services and improvements that area desired, as well as the neighborhood's willingness to support a GBD. Survey results will directly inform the development of the GBD Management Plan, including the Service Plan and Budget. Boston Research Group – a leading research expert in the financial services industry, and survey consultant for the DNWPH GBD formation effort – will work closely with the Formation Committee and Build Public throughout this process.

e. **Outreach to Residents, Merchants & Institutions:** Oversee ongoing community outreach and engagement across multiple communication channels. Extensive outreach at this early stage is critical in building the support needed for a successful petition effort. Outreach and engagement tools include;

- One-on-one meetings and informal gatherings: to inform neighbors, merchants and other stakeholders about the GBD, and address their questions and concerns
- Representation of GBD at regular meetings in the community, including neighborhood and merchants' associations, to provide updates on the GBD effort
- Presence at community events, including the weekly farmers' market and bimonthly flea market, to reach a broader public and announce upcoming opportunities for participation
- Social media, including Next Door and Facebook, to cultivate conversation around the GBD
- Events, including an Open House at NightLife
- Demonstration project along Lincoln Way, supported by Vision Zero-SF Safe Speeds Campaign and in collaboration with Street Plans Collaborative, to use "tactical urbanism" to engage daily users and demonstrate what a GBD could do for the neighborhood

f. **Initial Service Plan & GBD Budget**: Develop list of desired services and improvements, based on feedback from survey, community workshop and other forms of outreach. Develop preliminary cost estimates associated with these services and improvements to determine potential GBD budget. The Service Plan and Budget are necessary elements in the formation of the GBD Management Plan, to be completed in subsequent GBD formation stages.

g. **Initial Boundary Map:** Delineate district boundaries to include areas with the strongest support for the GBD, as indicated by survey results. The district boundaries will likely be different from the study area boundaries; whereas the study area delineates the area in which the survey and outreach activities are administered, the district boundaries delineate the area in which the GBD will be proposed.

h. **GBD Needs Assessment Report**: Provide summary of outreach activities to date. The Document will include (1) inventory of existing plans and proposals in the Inner Sunset, and (2) synthesis of priority projects and services identified via the survey, community workshop and other forms of outreach. The GBD Needs Assessment Report provides critical preparation for the drafting of the GBD management plan.

i. **Community Meeting #2: Needs & Visioning Summary:** Facilitate community meeting to present GBD Needs Assessment Report and Initial Boundary Map; solicit feedback from stakeholders on the report and map; and outline next steps in the GBD formation process.

j. **Ongoing Project Communications & Coordination:** Coordinate and provide support to Formation Committee; manage website to keep content engaging and up-to-date; develop collateral for outreach as needed; conduct meetings with stakeholders and City agencies to build support.

The Grant Plan shall include the following Budget:

Detailed Project Budget

Phase		Deliverable	Labor	Materials	Notes
1	A	Planning: - Walk audit materials - Grant applications - Outreach materials: FAQs	$4,251		$4,251 in matching funds provided by Supervisor Breed ($10K total), to assist with the Inner Sunset GBD formation assistance.
1	B	Planning: - Formation Committee roster - Project website - Survey area context map	$3,000 $5,749		$5,749 in matching funds provided by Supervisor Breed ($10K total), to assist with the Inner Sunset GBD formation assistance
2	C	Draft property owner, business owner & stakeholder databases	$3,500		
2	D	Community Workshop #1 - Outreach flyer - Workshop materials - Sign-in sheet	$7,250	$200	
2	E	Needs Assessment Survey - Draft survey questionnaire - Collateral & other outreach materials - Final survey questionnaire	$7,250	$4,600	
2	F	Stakeholder Outreach - Collateral & other outreach materials - Demonstration projects	$3,000	$200	
2	G	Preliminary list of GBD services & cost ranges	$2,500		
2	H	GBD Needs Assessment Report - Draft report - Final report	$12,125		
2	I	Community Meeting #2 - Outreach flyer - Workshop materials - Sign-in sheet	$4,375	$100	
2	J	Revised district boundary map	$2,000		

		Sub-Total	$55,000	$5,000

		Total Labor & Materials	**$60,000**

Build Public

Original Proposal Submission

1. Grant Programs Application Cover and Checklist

Name of Applicant/Organization: Build Public

Street Address: 315 Linden St City: San Francisco Zip Code: 94102

Contact Person and Title: Brooke Ray Rivera, Executive Director

Telephone: 415-551-7636 Fax: E-Mail: brookeray@buildpublic.org

If you have a fiscal sponsor, please provide the following information:

Fiscal Sponsor: Fiscal Sponsor's Budget: $

Contact Person: Title: Phone

Title of Project: Inner Sunset GBD Formation: Feasibility Analysis

Total Project Budget (IS GBD Formation): anticipated $200,000

Total Organizational Budget (Build Public): $400,000

Length of grant in months: 4

Amount Requested from Public Works: $50,000

Amount Received/Pending from other sources for project: $24,250

Project Summary (50 words or less):
Since August 2016, Build Public has been providing formation assistance to a group of residents, merchants & institutions in the Inner Sunset interested in forming a GBD to self-fund public realm improvements & maintenance services. Build Public & the Inner Sunset Formation Committee seek funds to continue the GBD formation process.

INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED. APPLICATIONS MUST INCLUDE THE FOLLOWING ITEMS:

	GRANT PROPOSAL MATERIALS
☐	A. Signed Application Cover & Checklist
☐	B. Grant Proposal Narrative
☐	C. Work Plan & Approach
☐	D. Grant Budget & Funding Plan
☐	E. Performance Measurements & Reporting

	SUPPLEMENTAL MATERIALS
☐	A. Organizational Chart – *Include any consultants*
☐	B. Resumes
☐	C. Letters of Agreement – *Where a partnering, collaborative and/or subcontracting relationship exists, a letter or work agreement documenting the relationship must be submitted.*
☐	D. 3 References
☐	E. Proof of non-profit status, verifying IRS tax-exempt status
☐	F. Current year Organizational budget and previous year Organizational budget

I certify that the information in this application is true and correct.

Brooke Ray Rivera		March 22, 2017
Executive Director (print)	Signature of Executive Director	Date

I certify that the Board of Directors or other governing board has approved the submission of this application.

Michael Yarne		March 22, 2017
Board President (print)	Signature of Board President	Date

2. Grant Proposal Narrative

Lead organization qualifications & experience
Build Public is a San Francisco based mission-driven 501(c)3 nonprofit that engages creative public private partnerships to facilitate the creation, financing, and long-term maintenance of high quality urban public spaces in San Francisco. It has expertise in creating new public spaces and establishing robust stewardship systems to ensure their long-term success. Importantly, Build Public has deep expertise in complex multi-stakeholder project management and coordination between City agencies, community groups, residential developers, and sub-consultant specialists (i.e., landscape architects, civil engineers, land use attorneys, and public space management experts) – which is critical to the success of its projects. It works across three core program areas:

- **Place**: Creation of new public plazas & streetscape improvements leveraging creative funding sources such as in-kind impact fees from neighboring residential developments, as well as grants. (Projects: Dogpatch Arts Plaza, Eagle Plaza, Oak Plaza, Linden Living Alley Phase II, and Hickory Living Alley pending grant award).
- **Stewardship**: Creation of stewardship funding and governance systems to ensure the long-term care of new or existing public spaces (Projects: Dogpatch & Northwest Potrero Hill Green Benefit District (DNWPH GBD), "Friends of Dogpatch Arts Plaza" stewardship group; "Friends of Eagle Plaza" stewardship group; Eagle Plaza Maintenance Community Facilities District (M-CFD) for long-term plaza maintenance funding, in progress; Four Corners M-CFD in early exploration stage).
- **Policy**: Strategic policy work with cities identifying ways to leverage public-private partnerships and creative funding sources for public benefit projects such as streetscape enhancement, such as land value capture strategies (Projects: Menlo Park Economic Development Plan, San Jose Urban Villages Study, San Francisco PDR Office Analysis).

Build Public's completed and ongoing projects demonstrate its qualifications in place-making and neighborhood-scale community building. The following project summaries demonstrate Build Public's experience in facilitating and coordinating comprehensive community and stakeholder engagement on San Francisco public realm projects. We move beyond conventional community meetings and stakeholder interviews, developing meaningful relationships with those who care about the public space in question, and who are committed to ensuring its long-term success. It is with these stakeholders that we develop the context-specific "invisible infrastructure" - long-term maintenance, operations, activation and funding programs - necessary for the success of a public space.

- **Dogpatch & Northwest Potrero Hill Green Benefit District (DNWPH GBD)**: Creation of first neighborhood-based stewardship district in nation. Three years of intensive community organizing to form assessment district and its governance structure, involving conflict resolution and consensus-building among divergent stakeholders. $300K formation costs, funded by OEWD grant ($40K), SF Foundation Grant ($50K), individual & business contributions ($140K) and pro bono work by Build Public. 2013-2015. www.greenbenefit.org

- **Linden Living Alley Phase II**. Pro bono coordination of community stakeholders interested in successfully applying for a Community Challenge Grant ($189k) to improve Linden Street in the Hayes Valley Neighborhood. Alignment of diverse stakeholder interests towards common goal of pedestrian-oriented alley improvements. Ongoing beginning Summer 2016.
- **Dogpatch Arts Plaza**: Creation of Friends of Dogpatch Arts Plaza, a core group of community stakeholders committed to long-term success of future arts-focused public pedestrian plaza. Has involved intensive community organizing, one-on-one and group stakeholder meetings, aligning of disparate design and programmatic interests, development and maintenance of project website, development of public space management plan and funding structure, event coordination, support signature tabling, and ongoing updates to keep group involved in design, approval, and evolving management plan development process. Ongoing since 2013. www.dogpatchartsplaza.org
- **Eagle Plaza**: Creation of Friends of Eagle Plaza, a core group of community stakeholders committed to long-term success of future public plaza and closely involved in the plaza's design and programming. Has involved intensive community organizing, one-on-one and group stakeholder meetings, aligning of disparate design and programmatic interests, development and maintenance of project website, development of public space management plan and funding structure, event coordination, support signature tabling, and ongoing updates to keep group involved in evolving design, approval, and management plan development process. Ongoing since 2014. www.eagleplaza.org
- **Oak Plaza:** Significant ongoing outreach towards creation of Friends of Oak, a core group of community stakeholders committed to long-term success of future public plaza and closely involved with plaza's programming and activation. Has involved intensive community organizing, one-on-one and group stakeholder meetings, aligning of disparate design and programmatic interests, development and maintenance of project website, development of public space management plan including funding structure, and ongoing updates to keep group involved in evolving design, approval, and management plan development process. Ongoing since 2015. www.oakplaza-sf.org

Team Qualifications

See Appendix A for the Build Public team's CVs.

- **Brooke Ray Rivera**, Executive Director (MCP & MLA, UC Berkeley). Brooke Ray has extensive urban planning and sustainable design experience in public, private, and nonprofit sectors, including the SFPUC's green storm water management group, LEED consulting, and real estate investment. For six years prior to joining Build Public, she worked with a creative real estate group in Silicon Valley focused on leveraging private resources to improve the public realm and vitality of downtown Los Altos.
- **Jared Press**, Project Manager (MCP, MIT). Jared draws on a multi-disciplinary professional background in real estate development, sustainability consulting, and

Smart Growth advocacy, with experience in public, private, and nonprofit sector organizations.

- **Toral Patel**, Project Manager (MCP, MIT). Toral's previous experience with the Asia Foundation in developing urban and environmental governance programming at a range of scales, from community-based resource management to national climate adaptation strategies, provides unique perspective on working toward ecological, social and economic sustainability.
- **Michael Yarne**, Board President and Strategic Advisor. Michael brings multiple perspectives to bear on innovating new models of public space development and stewardship, having advised developers and cities on complex land use, real estate, and project finance issues as an attorney, served on the boards of numerous non-profit livable city organizations, managed the development of large-scale mixed-use urban residential projects as a real estate developer, and implemented innovative public-private partnerships and policies to fund open space and neighborhood infrastructure as an advisor to San Francisco's Mayor Newsom.

Build Public also has dedicated legal, human resources and creative consulting teams, as well as a qualified accounting team who works closely with the Executive Director to clearly and accurately track program and grant income and expenditures.

Community Objectives

A group of Inner Sunset residents, merchants and institutions (or "Formation Committee") has been exploring the potential for a GBD since August 2016, with support from Build Public as Formation Partner. Their effort builds on a number of previous neighborhood improvement initiatives and a strong history of involvement in local planning issues. The Formation Committee, led by 5 Co-Chairs, has delineated the goals of the proposed GBD as follows:

- Improve greening and maintenance of public spaces, with expanded services beyond the City baseline services
- Ensure the delivery of existing City commitments to public spaces
- Enhance walkability, accessibility and circulation to strengthen connections between people and places
- Foster safe and civil public spaces
- Create a transparent neighborhood-scale governance platform that enables direct oversight of funds

This GBD Formation Assistance Grant would support the Inner Sunset GBD Formation Committee in advancing the GBD formation process, now that preliminary support has been secured and a core leadership team has coalesced. Specifically, FY 2016-2017 grant funding would support the identification and refinement of the proposed GBD boundary, desired GBD services and improvements, and assessment rate – all of which are requisite components of the future GBD Management Plan. To learn and understand neighborhood needs and priorities, grant funding would enable the development and deployment of robust public outreach and engagement tools, including a professional needs assessment survey, multiple stakeholder meetings, and community support-building events. The grant funding would also support the development of a GBD Needs Assessment Report, which would synthesize the feedback gathered from the community, providing valuable documentation of the outreach and engagement efforts.

Together, these activities are critical not only for defining the key components of the GBD Management Plan, but also for cultivating the neighborhood support required for the GBD to succeed in the petition and ballot phases. Unlike Community Benefit District (CBD) formation efforts along commercial corridors, GBDs encompass more diverse interests and stakeholders, and as such are relatively more challenging to form. Extensive and effective outreach during this phase of GBD formation is absolutely essential.

See Appendix D for Letters of Support.

Relation to goals in PW Strategic Plan
The proposed project promotes the delivery of safe, clean, green and sustainable public spaces in the Inner Sunset through the development of a responsible community-based stewardship organization that can design, build, manage, maintain, green, protect and improve the City's public spaces with skill, pride, innovation and responsiveness. Formation of an Inner Sunset GBD aligns directly with Public Works' mission, vision and all three primary goals as identified in the 2015-2019 Strategic Plan. Furthermore, the proposed project would ensure a robust stakeholder engagement process, which is critical to the success of the second GBD formation effort to date in San Francisco.

3. Work Plan & Approach

Build Public has been providing guidance and hands-on support for community stakeholders in the Inner Sunset neighborhood to explore the formation of a GBD since August 2016. With Build Public's help, a key leadership group has formed: a 15-person Formation Committee with 5 Co-Chairs. They have outlined a preliminary mission statement, list of goals and a preliminary geographic study area. Build Public and the Formation Committee have conducted initial outreach, including over 30 one-on-one meetings and small open house gatherings, and a well-attended Community Meeting on February 7, 2017 that attracted over 90 participants. To date, Build Public and the Formation Committee secured $11k from community organizations to help fund initial GBD formation work between August and November 2016. Build Public applied for and was awarded a $14k Vision Zero SF Safe Speeds Campaign Community Award, and has also secured $30k in pro bono work for the upcoming needs assessment survey and outreach activities between March and June 2017.

The proposed project would build on the Formation Committee's and Build Public's important foundational work in the Inner Sunset, and help advance their exploration of the GBD. Specifically, the Public Works GBD Formation Assistance Grant would support a well-organized, professional campaign to solicit feedback and build GBD support from the Inner Sunset community over the next four months, leveraging Build Public's expertise on a range of engagement and support-building tools. Specific activities include:

a. **Study Area Map & Databases:** Conduct walk audit with stakeholders to inventory neighborhood assets, opportunities and challenges. Develop context map synthesizing walk audit, as well as current plans and proposals, to articulate initial scope and study area. Develop property owner, business owner and stakeholder databases to identify participant base, and eventually conduct effective outreach.

b. **Community Workshop #1: Needs Assessment & Visioning:** Plan, facilitate and document an interactive workshop to meaningfully engage residents, merchants and institutions in the Inner Sunset in community needs assessment and GBD visioning activities. Workshop will be structured to help participants develop a shared vision for the future of their neighborhood; share in-depth feedback to complement survey results; and ultimately provide clear direction and parameters for development of the GBD Management Plan, including the Service Plan and Budget.

c. **Needs Assessment Survey:** Design, develop, administer a professional third-party adaptive online and paper survey to understand the specific types of services and improvements that area desired, as well as the neighborhood's willingness to support a GBD. Survey results will directly inform the development of the GBD Management Plan, including the Service Plan and Budget. Boston Research Group – a leading research expert in the financial services industry, and survey consultant for the DNWPH GBD formation effort – will work closely with the Formation Committee and Build Public throughout this process.

d. **Outreach to Residents, Merchants & Institutions:** Oversee ongoing community outreach and engagement across multiple communication channels. Extensive outreach at this early stage is critical in building the support needed for a successful petition effort. Outreach and engagement tools include;
   - One-on-one meetings and informal gatherings: to inform neighbors, merchants and other stakeholders about the GBD, and address their questions and concerns
   - Representation of GBD at regular meetings in the community, including neighborhood and merchants' associations, to provide updates on the GBD effort
   - Presence at community events, including the weekly farmers' market and bimonthly flea market, to reach a broader public and announce upcoming opportunities for participation
   - Social media, including Next Door and Facebook, to cultivate conversation around the GBD
   - Events, including an Open House at NightLife
   - Demonstration project along Lincoln Way, supported by Vision Zero-SF Safe Speeds Campaign and in collaboration with Street Plans Collaborative, to use "tactical urbanism" to engage daily users and demonstrate what a GBD could do for the neighborhood

e. **Initial Service Plan & GBD Budget**: Develop list of desired services and improvements, based on feedback from survey, community workshop and other forms of outreach. Develop preliminary cost estimates associated with these services and improvements to determine potential GBD budget. The Service Plan and Budget are necessary elements in the formation of the GBD Management Plan, to be completed in subsequent GBD formation stages.

f. **Initial Boundary Map:** Delineate district boundaries to include areas with the strongest support for the GBD, as indicated by survey results. The district boundaries will likely be different from the study area boundaries; whereas the study area delineates the area in which the survey and outreach activities are administered, the district boundaries delineate the area in which the GBD will be proposed.

g. **GBD Needs Assessment Report**: Provide summary of outreach activities to date. The Document will include (1) inventory of existing plans and proposals in the Inner Sunset, and (2) synthesis of priority projects and services identified via the survey, community workshop and other forms of outreach. The GBD Needs Assessment Report provides critical preparation for the drafting of the GBD management plan.

h. **Community Meeting #2: Needs & Visioning Summary:** Facilitate community meeting to present GBD Needs Assessment Report and Initial Boundary Map; solicit feedback from stakeholders on the report and map; and outline next steps in the GBD formation process.

i. **Ongoing Project Communications & Coordination:** Coordinate and provide support to Formation Committee; manage website to keep content engaging and up-to-date; develop collateral for outreach as needed; conduct meetings with stakeholders and City agencies to build support.

See chart below for a Work Plan summary and proposed project timeline.

Activity	Deliverables	Timeline	Lead Entity
Develop Study Area Map	Walk audit to inventory assets, opportunities, challenges; context map of survey area, synthesizing walk audit activity and identifying current plans & proposals	April 2017	Build Public
Refine Property Owner, Business Owner & Stakeholder Databases	Property owner, business owner & stakeholder database, protocol for updating records	April 2017	Build Public
Plan, Facilitate and Document Community Workshop #1: Needs Assessment & Visioning	Interactive workshop materials, facilitation & workshop summary report	May 2017	Build Public
Needs Assessment Survey: Develop, Administer & Analyze Results	Survey questionnaire drafts, final survey formatted to print & web formats, analysis plan, initial survey results, results summary report	April-May 2017	Build Public

Conduct Outreach, Plan & Implement Demonstration Projects (funded by Vision Zero SF Safe Speeds Grant)	Outreach strategy, Pamphlet design and printing, volunteer training, permits and approvals for demonstration projects, 4 demonstration projects	April-June 2017	Build Public
Develop initial service plan & GBD budget	List of potential services and improvements, preliminary cost estimates	June 2017	Build Public
Develop GBD Needs Assessment Report	1st and Final Drafts of GBD Needs Assessment Report: contains summary of priority projects and services in the community, as identified through survey, outreach and workshop	June 2017	Build Public
Initial District Boundary Map	Refined district boundary based on Needs Assessment Survey & Workshop with community feedback integrated	July 2017	Build Public
Plan, Facilitate and Document Community Meeting #2: Present GBD Needs Assessment Report	Outreach materials, presentation materials, facilitation of community meeting, summary of feedback on GBD Needs Assessment Report	July 2017	Build Public
Ongoing Project Communications & Coordination	Coordination and support to Formation Committee, up-to-date website, collateral, meetings	April-July 2017	Build Public

4. Grant Budget & Funding Plan

For more details, see Appendix C: Detailed Project Budget.

PHASE	REQUIRED DELIVERABLES	BUDGET REQUEST	LEVERAGED RESOURCES
1. Planning	• Establish GBD Formation Committee representative of survey area (min: 50% property owner representation) • Identify initial scope, study area, and participant base	$4,250	
2. Feasibility	• Development of initial boundary map • Creation of property owner, business owner, and stakeholder databases • Administration and execution of property owner survey and analysis of findings • Draft Services Plan & Needs Assessment Report • General Project Management by qualified staff/consultants	$45,750	$44,250
3. Plan Development	• Development of initial service plan and budget • Hiring of technical consultants and develop key GBD formation documents (i.e., Assessment Methodology, Management Plan, Engineer's Report, Boundary Map, Assessment Diagram, etc.)		
4. Petition	• Execution of property owner petition process • Development and distribution of outreach materials		
5. Ballot	• Development and distribution of outreach materials • Execution of property owner petition process		
6. District Establishment	• Establish 501(c)3 to administer property owner assessment district funds • Execution of City-GBD Management Agreement		
TOTALS		**$50,000**	**$44,250**

5. Performance Measurements & Reporting

Progress towards forming the Inner Sunset GBD at this stage can be measured by accomplishment of the stated deliverables outlined in "C. Work Plan." The overall desired outcome of this "Feasibility Analysis" stage of GBD formation will be the identification of the key components of this GBD needed in order to begin drafting an Inner Sunset GBD Management Plan. Namely, these key components are: the proposed district boundary, the desired services and improvements the neighborhood seeks from a GBD, and a preliminary understanding of assessment rate ranges (which will need further refinement during the drafting of the Management Plan). These data will be obtained by the Needs Assessment Survey and by the Community Workshop #1, both of which will be summarized in the GBD Needs Assessment Report.

List of Appendices

Appendix A: Build Public Team Resumes
Appendix B: Detailed Budget
Appendix C: Organizational Chart
Appendix D: Letters of Support
Appendix E: Letter of Agreement: Street Plans Collaborative
Appendix F: References
Appendix G: Build Public 501(c)3 Letter of Determination
Appendix H: 2016 & 2017 Build Public Annual Budgets

Brooke Ray Rivera
Executive Director
BUILD PUBLIC

EXPERIENCE

Passerelle Investment Company
SF Public Utilities Commission
David Baker + Partners
Cahill Contractors
Citizens Housing Corporation
UC Berkeley
Grassetti Environmental Consulting
WorldBuild Technologies
Biomimicry Guild
Tsui Design & Research

EDUCATION

University of California, Berkeley
Master of City Planning
Master of Landscape Architecture

Williams College
B.A., Biology, Art History & Practice

LEED AP, LEED Green Associate

AWARDS

CEDAA Professional Promise Award
Leland Vaughan Memorial Award
ULI Hines Urban Design Competition Winner 07
Thomas Church Landscape Design Competition Winner 06, 07
Geraldine Scott Travel Fellowship
Beatrix Farrand Fellowship

PROFILE

Brooke Ray Rivera leads and manages Build Public, overseeing daily operations and guiding strategic growth. Brooke Ray brings expertise in creative urban planning, community development, and public private partnerships after six years with Passerelle Investment Company, a progressive real estate investment group focused on downtown revitalization in Silicon Valley. At Passerelle, she implemented multiple pop-up parks, public art exhibitions with SFMOMA and Christie's, and other place-making efforts in conjunction with her work attracting and curating a vibrant commercial tenant mix in downtown Los Altos. Brooke Ray has worked in private, public, and non-profit sectors, and has wide-ranging experience in the realm of sustainable design, from LEED consulting and green infrastructure planning to environmental review and ecology research.

SIGNIFICANT PROJECTS

Dogpatch & Northwest Potrero Hill Green Benefit District. SF, CA. Successful establishment of inaugural property-based assessment district for residential neighborhoods to fund local greening, 190+ acres. Approved July 2015.

Dogpatch Arts Plaza. SF, CA. 8,000 sq.ft. public arts plaza, 19th & Indiana St. Approved 2014, construction 2016. www.dogpatchartsplaza.org.

Eagle Plaza. SF, CA. 13,500 sq.ft. public plaza, 12th & Harrison St. $1.5m In Kind fees and $200K in grants secured. Approved 2016, construction 2018. www.eagleplaza.org.

Menlo Park Economic Development Plan. Menlo Park, CA. Targeted analysis of comparative economic advantages and opportunities plus strategic policy and implementation recommendations. Approved July 2015.

Safe Routes to Downtown. Los Altos, CA. Public-private partnership to improve ped/bike safety into downtown. Joint venture with Santa Clara County, City of Los Altos, community groups, Passerelle. Master Plan completed 2014.

SFMOMA Project Los Altos. Los Altos, CA. Four month public art exhibition in downtown Los Altos, in partnership with San Francisco Museum of Modern Art's On the Go series. Nov 2013 – Mar 2014.

State/Third Street Green. Los Altos, CA. 5,000 sq.ft. downtown pop-up parks: synthetic turf, outdoor furniture, planters, bicycle storage, play equipment, daily activities, performances, August 2013 & August 2014.

Yosemite Slough Constructed Wetlands System Design. SF, CA. 5 acre constructed wetland to treat wet-weather CSOs and dry-weather grey water for recycled water applications. Graduate Master's Thesis, UC Berkeley 2008.

Contact: brookeray@buildpublic.org | 415.551.7636 | www. buildpublic.org

Michael Yarne
Strategic Advisor
BUILD PUBLIC

EDUCATION

University of California, Berkeley
J.D., Boalt School of Law
Master of City Planning

Williams College
B.A., Political Science &
Environmental Studies

AFFILIATIONS

Member, California Bar (Inactive)
Member, Lambda Alpha Real Estate Economic Society

Member, ULI Residential Local Product Council

Board Member, San Francisco Bicycle Coalition, 2012-2014

Founding Board Member & Chair, City Carshare, 2002-11

Founding Board Member & Chair, Central Market CBD, 2007-08

Board Member, Friends of City Planning, 2006-10

Board Member & President, Urban Ecology, 1999-2003

PROFILE

Michael Yarne is Board Chair and Strategic Advisor of Build Public. He and his partners at Build Inc. founded Build Public to innovate public place-making finance, development, stewardship and policy. Yarne brings multiple perspectives to bear on innovating new models of public space development and stewardship, having advised developers and cities on complex land use, real estate, and project finance issues as an attorney, served on the boards of numerous non-profit livable city organizations, including San Francisco Bicycle Coalition, City CarShare and Urban Ecology, managed the development of large-scale mixed-use urban residential projects as a real estate developer and implemented innovative public-private partnerships and policies to fund open space and neighborhood infrastructure as an advisor to San Francisco's Mayor Newsom.

SIGNIFICANT PROJECTS

Dogpatch & Northwest Potrero Hill Green Benefit District. SF, CA. Successful establishment of inaugural property-based assessment district for residential neighborhoods to fund local greening. Approved July 2015.

Dogpatch Arts Plaza. SF, CA. 8,000 sq.ft. public arts plaza, 19th & Indiana St. Approved 2014, construction 2016. www.dogpatchartsplaza.org.

Eagle Plaza. SF, CA. 13,500 sq.ft. public plaza, 12th & Harrison St. $1.5m In Kind fees secured, $200K in grants secured. Approved 2016, construction 2018. www.eagleplaza.org.

India Basin Development Agreement. SF, CA. 30-year, 32-acre $1B mixed use urban village and public parks waterfront development on San Francisco's southeast shoreline. Approvals expected Q2 2017.

Parkmerced Development Agreement. SF, CA. 30-year, $7B agreement to add 5,600 housing units, new parks and open space, 200,000-SF transit oriented commercial and light rail extension. Approved in 2011.

Moscone Center Master Plan. SF, CA. 20-year, $500M+ public-private partnership to finance and expand convention facilities. Ongoing, started in 2011.

Rincon Hill IFD, SF, CA. $42M, 20-year tax increment finance district funding public realm and park improvements. Approved in 2010.

Mint Plaza. SF, CA. 20,000 sq.ft. public plaza, 5th & Jessie St, financed via CFD, EPA Civic Design Award 2010. Completed 2007.

Contact: michael@buildpublic.org | 415.551.7612 | www.buildpublic.org

Jared Press
Program Manager
BUILD PUBLIC

EXPERIENCE

Tsen & Associates
New Orleans Redevelopment Authority
Massachusetts Institute of Technology
Environmental Institute of America
MindClick SGM
Green Century Institute
Smart Growth Alliance

EDUCATION

Massachusetts Institute of Technology
Master in City Planning
Urban Design Certificate

University of Michigan, Ann Arbor
B.A., History with Distinction

LEED AP
Certified Sustainable Building Advisor

AWARDS

James B. Angell Scholar '05 & '06
William J. Branstrom Prize '02

PROFILE

Jared Press manages Build Public's Public Place Program, with responsibilities including community engagement, design development, permitting and approvals, and management and operations design of high quality urban public open space projects. With the ability to think both analytically and creatively, Jared approaches his work with an appreciation for history and context balanced with a commitment to envision and weigh alternative futures. He is passionate about strengthening and empowering communities to become more livable, equitable, and sustainable through innovative urban design and planning strategies. Jared earned his masters degree in city planning at MIT, where he focused on urban design and development, land use planning and neighborhood revitalization, and draws on a multi-disciplinary professional background in real estate, sustainability consulting, and Smart Growth advocacy, with experience in public, private, and nonprofit sector organizations.

SIGNIFICANT PROJECTS

Dogpatch & Northwest Potrero Hill Green Benefit District. San Francisco, CA. Successful establishment of inaugural property-based assessment district for residential neighborhoods to fund local greening, 190+ acres. Approved July 2015. www.dnwph-gbd.org.

Eagle Plaza. San Francisco, CA. 13,500 sq.ft. public plaza, 12th St. & Harrison St. $1.5M in In-Kind fees, $200K in grants secured. Approved 2016, construction 2018. www.eagleplaza.org.

Dogpatch Arts Plaza. San Francisco, CA. 8,000 sq.ft. public arts plaza, 19th & Indiana St. Approved 2014, construction 2016. www.dogpatchartsplaza.org.

950 Center for Arts & Education. San Francisco, CA. Public-private partnership to provide 35,000 sq.ft. of permanently affordable space within larger mixed-use facility to Tenderloin/Mid-Market arts and educational organizations at risk of being displaced. 2014.

Windflower Lofts. Union City, CA. 290,000 sq.ft. 240 unit mixed-use, TOD project in emerging transit district. 2014.

St. Claude Avenue. New Orleans, LA. Commercial corridor targeted for revitalization by New Orleans Redevelopment Authority. Surveyed condition of 1,492 parcels, mapped findings, identified goals and strategic recommendations for long-range redevelopment. 2012.

Winter Hill & Magoun Square Community Plan. Somerville, MA. Community plan outlined vision and recommendations for future development, focusing on accessibility, affordability, and environmental sustainability. 2012.

Contact: jared@buildpublic.org | 415.551.7603 | www.buildpublic.org

Toral Patel
Program Manager
BUILD PUBLIC

EXPERIENCE

The Asia Foundation
Massachusetts Institute of Technology
Reconnecting America
The Center for People & Forests
Stanford Spatial History Project

EDUCATION

Massachusetts Institute of Technology
Master in City Planning
Environmental Planning Certificate

Middlebury College
B.A. Geography and Political Science

PROFILE

Toral Patel manages Build Public's Stewardship Program, overseeing work on creating innovative local governance and financing systems for urban public spaces. Her previous experience in developing urban and environmental governance programming, including community-based environmental management, provides unique perspective on working toward ecological, social and economic sustainability. Toral earned her masters degree in city planning at MIT, where she focused on urban climate adaptation and environmental planning.

SIGNIFICANT PROJECTS

Inner Sunset Green Benefit District. Guiding a group of community leaders in to explore the formation of a property-based assessment district for a residential neighborhood in San Francisco to fund local greening. Ongoing beginning Fall 2016.

Linden Living Alley. Coordinated community stakeholders toward shared goal to improving alleyway on Linden Street in Hayes Valley neighborhood. Secured a Community Challenge Grant to fund improvements. Ongoing beginning Fall 2016.

New England Climate Adaptation Project. Action research project to test innovative techniques for engaging stakeholders in public learning about climate change, risk management at the local level, and collaborative decision-making processes. 2012-2014.

City of Ulaanbaatar Green Development Strategic Action Plan. Supported the City of Ulaanbaatar to develop and operationalize develop and operationalize a five-year Green Development Strategic Action Plan for Ulaanbaatar, convening stakeholder workshops and consultations with subject matter experts on climate resilience. 2015-2016.

Connecticut Clean Energy Finance and Investment Authority (CEFIA). In consultation with public and private agencies, developed strategies for CEFIA to deploy renewable energy upgrades in the State of Connecticut's multifamily affordable housing sector. 2014.

MATI Mozambique. As part of practicum, collaborated with the Universidade de Eduardo Mondlane and neighborhood youth groups to conduct household surveys on access to basic services in peri-urban areas of Maputo. Created an advocacy strategy for the local activation of data collected. 2013.

Funding Adaptation to Climate Change. Examined how local governments in India are addressing the need to adapt to climate change, despite limited fiscal and administrative autonomy. Conducted stakeholder interviews and extensive fieldwork in Surat, Gujarat, India. Graduate Master's Thesis, MIT. 2014.

Contact: toral@buildpublic.org | 415.551.7606 | www.buildpublic.org

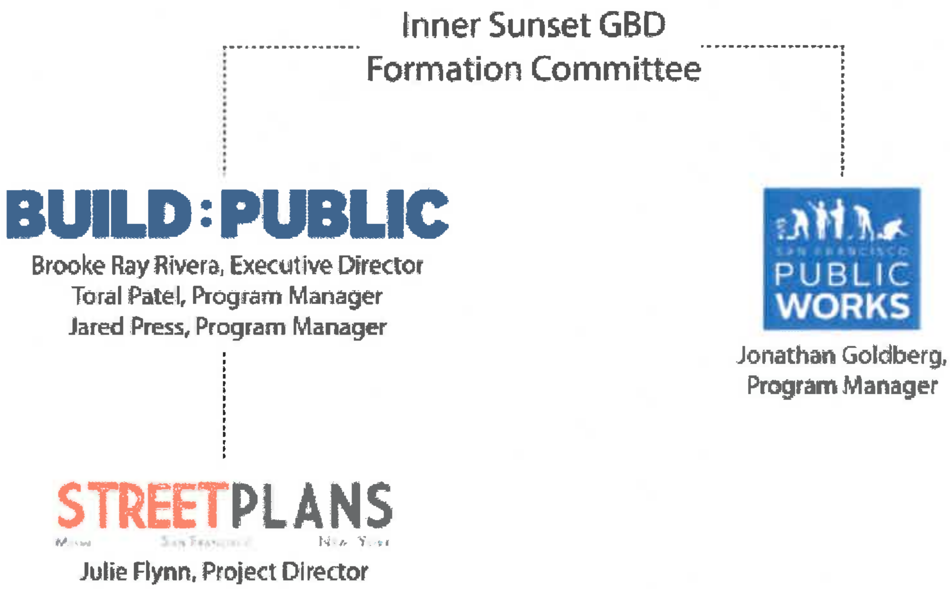
Appendix B: Detailed Project Budget

	Labor	Match	Materials	Notes
Develop context map of survey area	$1,000			
Refine property owner and stakeholder database	$2,000			
Plan, facilitate and document Community Workshop #1: Needs Assessment & Visioning	$6,250		$200	Printing of large-format posters, worksheets, packets
Needs Assessment Survey: develop, administer and analyze results	$7,250	$28,000	$4,600	Printing of survey mailers, survey hard copies, posters; postage; materials for survey boxes
Conduct outreach, plan and implement demonstration projects (Vision Zero grant)		$14,250		
Identify range of services and costs	$2,250			
Develop GBD Needs Assessment Report	$12,125			
Facilitate Community Meeting #2 to present GBD Needs Assessment Report	$3,375	$2,000	$100	Printing of large-format posters
Revise district boundary with Formation Committee	$2,250			
Ongoing project communications and coordination	$8,500		$100	Printing of outreach materials as needed

Sub-Total	$45,000	$44,250	$5,000

Total Labor & Materials	**$50,000**

Appendix C: Organizational Chart



Build Public Board of Directors

- Peter Hirshberg, CEO of Re:Imagine Group, Chair of Gray Area Foundation for the Arts
- Rick Hutchinson, former CEO of City CarShare
- Jeanne Myerson, CEO of ULI for the Americas
- Brooke Ray Rivera, Executive Director, Build Public
- Brian Strong, Director of Capital Planning for City & County of San Francisco
- Audrey Tendell, former 5M Project Development Director
- Lou Vasquez, Managing Director of BUILD
- Michael Yarne, Partner of BUILD

INNER SUNSET PARK NEIGHBORS

1032 Irving Street, #511, San Francisco, CA 94122

March 21, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset Park Neighbors (ISPN) in strong support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

ISPN strives to encourage those who live and work in the Inner Sunset to get involved and invest their time and talent in the neighborhood. ISPN also provides tools and infrastructure to empower community members to take action.

As one of the Co-Chairs of the GBD Formation Committee, I have been actively involved in GBD planning efforts to date. With support from Build Public, a non-profit formation partner, the Formation Committee has successfully engaged a diverse array of residents, merchants and institutions in exploratory discussions on GBDs – through one-on-one meetings, open houses and a very well-attended public meeting. Given the largely positive feedback we have received, we feel that the GBD could be a powerful tool to bring improved public spaces (including parks, open spaces, plazas, parklets, and sidewalks) to the community, as well as to help the Inner Sunset develop a shared vision for the neighborhood and more effectively advocate for its interests. As such, we are keenly interested in seeing the formation of the district continue to move forward.

Your assistance with our formation effort would be greatly appreciated. We know that the Inner Sunset can be so much more and with your help and support it will be.

Sincerely,

Chris Duderstadt,Vice President, ISPN, Co-Chair, Inner Sunset GBD Formation Committee
Martha Ehrenfeld, President ISPN, Larry Rosenfeld, Secretary & TreasurerCraig Dawson,John Bouvier,Andy Hill

INNER SUNSET
MERCHANTS ASSOCIATION

March 22, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset Merchants Association in support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

As a native San Franciscan and 6-year merchant president in the Inner Sunset, I have worked on many neighborhood initiatives and improvement projects and I feel the Green Benefits District is the most important attempt we have made to date to solve our neighborhood needs. Our busy but often ignored district needs a program like the GBD that will organize the entire district with strong representation, providing structure for neighborhood programs, funding and process to address a variety of concerns that affect our vibrant business and residential community.

As a Co-Chair of the GBD Formation Committee, I have been involved in most of the far ranging GBD planning efforts to date and I know that with the guidance from Build Public, a non-profit formation partner, the Formation Committee has engaged a variety of residents, merchants and local institutions in exploratory discussions on GBDs and with the largely positive feedback we feel that the GBD could be a powerful tool to bring improved public spaces to the community and hope that we are able to secure the proposed grant.

Sincerely,

David Zimmerman
Co-Chair, Inner Sunset GBD Formation Committee

March 22, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset residential property owners and neighbors in strong support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

Nearly 20 years of community activism in this neighborhood has me convinced that we need a program and process like the GBD to give the people deeply invested in this neighborhood the chance to make it cleaner, greener and more welcoming to both residents and visitors.

As one of the Co-Chairs of the GBD Formation Committee, I have been actively involved in GBD planning efforts to date. With support from Build Public, a non-profit formation partner, the Formation Committee has successfully engaged a diverse array of residents, merchants and institutions in exploratory discussions on GBDs – through one-on-one meetings, open houses and a very well-attended public meeting. Given the largely positive feedback we have received, we feel that the GBD could be a powerful tool to bring improved public spaces (including parks, open spaces, plazas, parklets, and sidewalks) to the community, as well as to help the Inner Sunset develop a shared vision for the neighborhood and more effectively advocate for its interests. As such, we are keenly interested in seeing the formation of the district continue to move forward.

Your assistance with our formation effort would be greatly appreciated. We have been working hard to do the groundwork and build momentum with significant public realm projects such as the 2017 TEP Streetscaping and improved Golden Gate Park connections. The Inner Sunset GBD is the right program at the right time for our neighborhood!

Sincerely,

Andrea Jadwin

Andrea Jadwin
Former President, Inner Sunset Park Neighbors
Co-Chair, Inner Sunset GBD Formation Committee

March 22, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset GBD Formation Committee in strong support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

I have been active in the Inner Sunset for over 40 years organizing community-driven change and long-term planning. This has been an issue-by-issue effort with variable degrees of community support and available resources. The opportunity created by the GBD offers resources and organizational structure to support a results-oriented community planning effort that has both the continuity and capacity to realize positive change.

As one of the Co-Chairs of the GBD Formation Committee, I have been actively involved in GBD planning efforts to date. With support from Build Public, a non-profit formation partner, the Formation Committee has successfully engaged a diverse array of residents, merchants and institutions in exploratory discussions on GBDs – through one-on-one meetings, open houses and a very well-attended public meeting. Given the largely positive feedback we have received, we feel that the GBD could be a powerful tool to bring improved public spaces (including parks, open spaces, plazas, parklets, and sidewalks) to the community, as well as to help the Inner Sunset develop a shared vision for the neighborhood and more effectively advocate for its interests. As such, we are keenly interested in seeing the formation of the district continue to move forward.

Your assistance with our formation effort would be greatly appreciated. It will provide the resources to move us closer to a model of neighborhood initiative and manage change that will engage our community in a process of self-directed care and improvement. This will not only improve our physical community, but also strengthen our community character.

Sincerely,

Al Minvielle
Inner Sunset GBD Formation Committee

March 22, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset residential property owners and neighbors in strong support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

I have been a resident of the Inner Sunset neighborhood for 26 years and have worked on many neighborhood initiatives and improvement projects, including spearheading the utility undergrounding starting in 1992. Through these efforts, I am convinced that we need a program and process like the GBD that will empower the neighborhood with a structure, funding and process to make improvements for a better quality of life.

As one of the Co-Chairs of the GBD Formation Committee, I have been actively involved in GBD planning efforts to date. With support from Build Public, a non-profit formation partner, the Formation Committee has successfully engaged a diverse array of residents, merchants and institutions in exploratory discussions on GBDs – through one-on-one meetings, open houses and a very well-attended public meeting. Given the largely positive feedback we have received, we feel that the GBD could be a powerful tool to bring improved public spaces (including parks, open spaces, plazas, parklets, and sidewalks) to the community, as well as to help the Inner Sunset develop a shared vision for the neighborhood and more effectively advocate for its interests. As such, we are keenly interested in seeing the formation of the district continue to move forward.

Your assistance with our formation effort would be greatly appreciated. We have been working hard to create a vision for our neighborhood's improvement and have attracted unparalleled support and interest as demonstrated by approximately 100 neighbors who attended our first meeting. The Inner Sunset GBD is the right program at the right time for our neighborhood!

Sincerely,

Naomi Porat TP

Naomi Porat
Co-Chair, Inner Sunset GBD Formation Committee

March 22, 2017

Mr. Jonathan Goldberg
San Francisco Public Works
City and County of San Francisco
2323 Cesar Chavez Street
San Francisco, CA 94124

Dear Mr. Goldberg,

I am writing on behalf of Inner Sunset residential property owners and neighbors in strong support of Build Public's application for the Public Works GBD Formation Assistance Grant to explore the feasibility of developing a GBD in the Inner Sunset.

The California Academy of Sciences has been an important partner and member of the Inner Sunset community. Beyond direct financial support of the Inner Sunset Merchants Association and the Inner Sunset Park Neighbors, we are an active part of daily life for the community. Of all of our employees who live in San Francisco, roughly two-thirds of them live in the Sunset neighborhood. Virtually all of our staff eat, drink, and shop in the Inner Sunset. 9th Avenue is a vital corridor that extends into Golden Gate Park, a major tourist destination. I am convinced that we need a program and process like the GBD that will empower the neighborhood with a structure, funding and process to make improvements for a better quality of life.

As one of the Co-Chairs of the GBD Formation Committee, I have been actively involved in GBD planning efforts to date. With support from Build Public, a non-profit formation partner, the Formation Committee has successfully engaged a diverse array of residents, merchants and institutions in exploratory discussions on GBDs – through one-on-one meetings, open houses and a very well-attended public meeting. Given the largely positive feedback we have received, we feel that the GBD could be a powerful tool to bring improved public spaces (including parks, open spaces, plazas, parklets, and sidewalks) to the community, as well as to help the Inner Sunset develop a shared vision for the neighborhood and more effectively advocate for its interests. As such, we are keenly interested in seeing the formation of the district continue to move forward.

Your assistance with our formation effort would be greatly appreciated. We have been working hard to create a vision for our neighborhood's improvement and have attracted unparalleled support and interest as demonstrated by approximately 100 neighbors who attended our first meeting. The Inner Sunset GBD is the right program at the right time for our neighborhood!

Sincerely,

Ike Kwon
Chief Operating Officer, California Academy of Sciences

BUILD : PUBLIC

March 20, 2017

Street Plans Collaborative
3180 18th St. | Suite 462 | Mailbox 109
San Francisco, CA 94110

Dear Julie,

Please let this Memorandum of Understanding (MOU) set the terms and understanding between Street Plans Collaborative (SPC) and Build Public (BP) for the development of a GBD Needs Assessment Report / Vision Plan for the Inner Sunset GBD formation effort.

Per this MOU, SPC agrees to perform the attached scope of work outlined if BP is granted the Public Works GBD Formation Assistance Grant. BP will oversee SPC's work on the Inner Sunset GBD formation effort and will be responsible for paying invoices submitted by SPC up to but not in excess of the approved scope budget. SPC understands that payment may be delayed up to 30 days upon BP's receipt of SPC invoices, given payment must first come from Public Works to BP, then from BP to SPC.

This MOU also clarifies the project budget for the development of a GBD Needs Assessment Report / Vision Plan. Unless otherwise agreed to in writing, the total project budget is not to exceed $10,000.

If these terms are acceptable to all parties, please sign below.

Sincerely,

Brooke Ray Rivera
Build Public, Executive Director

GBD Formation Partner
Build Public

By: ______________________ Date: 3/21/2017
Brooke Ray Rivera, Executive Director

Technical Constant
Street Plans Collaborative

By: ______________________ Date: 3/21/2017
Anthony Garcia, Principal

Appendix F: References

Andrea Jadwin
1388 6th Avenue
San Francisco, CA 94117
(415) 559-0263
drejadwin@gmail.com

Ike Kwon
55 Music Concourse Drive
San Francisco, CA 4118
(415) 845-7322
ikwon@calacademy.org

Susan Eslick
1129 Tennessee Street
San Francisco, CA 94107
(415) 297-1116
susan.thebookkeeper@gmail.com

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 18 2014

UP URBAN INC
C/O 50 BALMY LAW PC
BROOKE OLIVER
50 BALMY STREET
SAN FRANCISCO, CA 94110

Employer Identification Number:
45-4245700
DLN:
17053098331004
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 05, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

UP URBAN INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: December 9, 2015

BUILD PUBLIC INC
315 LINDEN STREET
SAN FRANCISCO, CA 94102

Person to Contact:
M. FIELDS
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
45-4245700

Dear Sir or Madam:

This is in response to your December 1, 2015 request for information regarding your tax-exempt status.

Our records indicate you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 2014.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/charities for information regarding filing requirements. Specifically, note that section 6033(j) of the Code automatically revokes the tax-exemption of any organization that fails to satisfy its filing requirement for three consecutive years. The automatic revocation of exemption is effective as of the due date of the third required annual filing or notice. The IRS maintains a list of organizations whose tax-exempt status was automatically revoked at IRS.gov.

If you have any questions, please call the phone number in the heading of this letter.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Appendix H: Build Public Annual Budgets

2016 BUILD PUBLIC BUDGET (FY Jan - Dec)		
Approved 2.19.16		2016 Budget (Approved)
Income		
1000 Service Income		
Consulting Income	$	-
Development Income	$	300,000
Total 1000 Service Income	**$**	**300,000**
2000 Grants	**$**	**100,000**
3000 Corporate Contributions		
Restricted Corporate	$	-
Unrestricted Corporate	$	2,000
Total 3000 Corporate Contributions	**$**	**2,000**
4000 Individual Contributions		
Individ, Business Contributions		
Restricted Individual Contributions	$	-
Unrestricted Individual Contributions	$	2,000
Total 4000 Individual Contributions	**$**	**2,000**
Total Income	**$**	**404,000**
Expenses		
66900 Reconciliation Discrepancies		
Business Development	**$**	**3,000**
Compensation		
Consultant Fees	$	70,000
Insurance		
D & O	$	800
Health (Kaiser)	$	13,400
Liability (GL & AL)	$	1,050
Workers Comp	$	2,100
Total Insurance	**$**	**17,350**
Payroll Processing	$	3,200
Salary and Wages		
Payroll Tax Expense	$	23,400
Wages - Employees	$	130,000
Wages - Officers	$	110,000
Total Salary and Wages	**$**	**263,400**
Total Compensation	**$**	**353,950**
Facilities and Equipment		
Equip Rental and Maintenance		
Rent	$	9,000
Total Facilities and Equipment	**$**	**9,000**
Operations		
Bank Fees	$	100
Dues and Subscriptions	$	3,500
Postage & Mailing	$	1,000
Printing & Copying	$	2,000
Supplies	$	1,000
Taxes & Licensing	$	-
Telephone, Telecommunications	$	-
Total Operations	**$**	**7,600**
Professional Development	$	2,000
Professional Services		
Accounting Fees	$	8,500
IT Fees	$	1,300
Legal Fees	$	8,000
Total Professional Services	**$**	**17,800**
Travel and Meals - Management		
Meals	$	500
Travel	$	500
Total Travel and Meetings	**$**	**1,000**
Total Expenses	**$**	**394,350**
Net Operating Income	**$**	**9,650**

2017 BUILD PUBLIC BUDGET - DRAFT - NOT YET APPROVED BY BOARD

As of 3.21.17

	2016 Budget	2016 Actual	2017 BUDGET (PROPOSED) CORE	PASS THROUGH	TOTAL
Income					
1000 Service Income					
Consulting Income	$ -	$ 52,739	$ 10,000	$ -	$ 10,000
Development Income	$ 300,000	$ 219,871	$ 230,000	$ -	$ 230,000
Total 1000 Service Income	$ 300,000	$ 272,611	$ 240,000	$ -	$ 240,000
2000 Grants					
Total 2000 Grants	$ 100,000	$ 10,375	$ 109,994	$ 124,110	$ 234,104
3000 Corporate Contributions					
Total 3000 Corporate Contributions	$ 2,000	$ 459	$ 20,000	$ -	$ 20,000
4000 Individual Contributions					
Total 4000 Individual Contributions	$ 2,000	$ 29,135	$ 10,000	$ 59,648	$ 69,648
Investments					
Total Investments	$ -	$ 151	$ 45,300	$ -	$ 45,300
Total Income	$ 404,000	$ 312,730	$ 425,294	$ 183,758	$ 609,052

			2017 BUDGET (PROPOSED) CORE	PASS THROUGH	TOTAL
Expenses					
Business Development	$ 3,000	$ 7,591	$ 1,200	$ -	$ 1,200
Compensation					
Consultant Fees	$ 70,000	$ 19,800	$ -	$ 57,000	$ 57,000
Total Insurance	$ 17,350	$ 15,617	$ 21,500	$ -	$ 21,500
Payroll Processing	$ 3,200	$ 1,729	$ 2,000		
Total Salary and Wages	$ 263,400	$ 216,272	$ 267,588	$ -	$ 267,588
Total Compensation	$ 353,950	$ 253,417	$ 291,088	$ 57,000	$ 346,088
Facilities and Equipment					
Total Facilities and Equipment	$ 9,000	$ 8,768	$ 24,000	$ -	$ 24,000
Gifts in kind - rent		$ 4,384	$ -	$ 9,648	$ 9,648
Gifts in kind - services		$ 20,400	$ -	$ 50,000	$ 50,000
Line of Credit - interest/principal		$ 299	$ 51,875	$ -	$ 51,875
Loan - interest/principal			$ 1,125	$ -	$ 1,125
Operations					
Total Operations	$ 7,500	$ 5,496	$ 3,300	$ 74,602	$ 77,902
Professional Development	$ 2,000	$ 315	$ 1,200	$ -	$ 1,200
Professional Services					
Total Professional Services	$ 17,800	$ 11,448	$ 5,000	$ 14,000	$ 19,000
Travel and Meals - Management					
Total Travel and Meetings	$ 1,000	$ 279	$ 1,000	$ -	$ 1,000
Total Expenses	$ 394,250	$ 312,396	$ 379,788	$ 205,250	$ 583,038
Net Operating Income	$ 9,750	$ 334	$ 45,506	$ (21,492)	$ 26,014

Expense vs Income NOI discrepancy in Pass-Through Budget is due to nature of reimbursement grants - this $21K expense will be reimbursed in 2018

Appendix C – Form of Funding Request

FUNDING REQUEST

__________, 201___

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

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

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of May 2, 2017, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested in this Request:	$______________
Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	$______________
Total of All Grant Funds Disbursed Prior to this Request:	$______________

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 16.3, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

BUILD PUBLIC INC.

By ______________________

Print Name Brooke Ray Rivera

Title Executive Director, Build Public

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Payee	Amount	Description

The following are attached as part of this Schedule 1:

(1) an invoice for each item of Eligible Expense for which Grant Funds are requested;

(2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;

(3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
SF City Administrator's Office – Community Challenge Grant- Dogpatch Arts Plaza mobile benches/planters	03/01/2015	$48,581
SF City Administrator's Office – Community Challenge Grant - Eagle Plaza landscape elements	03/01/2016	$100,000
SF MOHCD – Complete Neighborhoods Grant – Eagle Plaza pavers	06/01/2016	$100,000
SF MOHCD – Complete Neighborhoods Grant – Dogpatch Arts Plaza seating element	06/01/2016	$200,000
SF DPH & SF Study Center – Vision Zero Grant	01/17/17	$14,250

Appendix E--Permitted Subgrantees

Inner Sunset GBD Formation Committee

BUILD:PUBLIC

Brooke Ray Rivera, Executive Director
Toral Patel, Program Manager
Jared Press, Program Manager

SAN FRANCISCO PUBLIC WORKS

Jonathan Goldberg, Program Manager

STREETPLANS
Miami San Francisco New York

Julie Flynn, Project Director

BRT
BOSTON RESEARCH TECHNOLOGIES

Warren Cormier, CEO