

**GRANT AGREEMENT
COMMUNITY DEVELOPMENT ACTIVITIES**

(Short Form Incorporating Agreement Terms Located on MOH and MOCD Website)

This Agreement is entered into as of ____ 2005, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), represented by the Mayor, acting through the Director of the Mayor's Office of Housing ("MOH"), and _____ ("Corporation"), organized under the nonprofit corporation law of the State of California.

RECITALS

- A. The City has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") to receive Community Development Block Grant ("CDBG") funds and Emergency Shelter Grant Program ("ESGP") funds, and to administer the distribution of the CDBG funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the ESGP funds pursuant to the McKinney Homeless Assistance Act, as amended.
- B. The Board of Supervisors of the City and County of San Francisco has enacted Resolution Nos. 294-05-04 and 295-05 authorizing the Mayor to apply for, receive and administer the distribution of the 2004/2005 CDBG and ESGP Entitlements from HUD for activities to be performed in accordance with the Statement and Expenditure Schedules identified as the 2005/2006 San Francisco CDBG and ESGP Programs on file with the Clerk of the Board of Supervisors (the "MOCD Program").
- C. Pursuant to above Resolutions, the Board of Supervisors approved a maximum allocation for the Corporation to perform specific community development activities identified in the MOCD Program to principally benefit low and moderate-income residents of the City and County of San Francisco.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Work Program. The Corporation shall use the funds distributed by City under this Agreement to perform the activities described in the Corporation's Work Program attached hereto as *Appendix A* (the "Work Program") in accordance with the Project Budget attached hereto as *Schedule 1* (the "Project Budget") and for no other purpose. The Work Program must maintain or increase the level of services currently provided by the Corporation to low and moderate income persons. In the event there is more than one Work Program attached, there is a separate Project Budget for each such Work Program and the Corporation shall administer and maintain records for each Work Program separately. In no event shall there be any transfer of funds from one Work Program to the other. All the provisions and terms of this Agreement shall apply with respect to each Work Program and Project Budget. In the event of a breach of this Agreement with respect to any one or more of the attached Work Programs, MOH shall have the right to suspend or terminate this Agreement as to all the Work Programs.
2. Grant Amount. As consideration for the actions and services to be performed by the Corporation in accordance with this Agreement, the City will make available to the Corporation a sum not to exceed \$ _____ (the "Grant Amount"). The Corporation agrees that funds disbursed under this Agreement shall be used solely and strictly in accordance with the terms of this Agreement. The Corporation acknowledges and agrees that the availability of funds allocated under this Agreement is expressly conditioned on the Corporation fulfilling all of its obligations under this Agreement.

3. **Incorporation of Terms.** The terms and provisions of the Grant Agreement dated as of July 1, 2005, as set forth in the website of the Mayor's Office of Housing ("MOH") at <http://www.sfgov.org/site/moh>, are incorporated herein by this reference as though fully set forth herein (the "**Grant Terms and Provisions**"); provided however, all references in the text to "MOCD" shall be replaced with "MOH." A copy of the Grant Terms and Provisions can also be found at the San Francisco Main Public Library at 100 Larkin Street, and at MOH's offices at 25 Van Ness Avenue. The Corporation shall fully comply with and be bound by all of the Grant Terms and Provisions, including but not limited to all federal and local rules and regulations, as set forth therein. The Corporation's failure to comply with any of the Grant Terms and Provisions shall constitute a material breach of this Agreement. **By signing this Agreement in the space provided below, the Corporation acknowledges and agrees that it has fully read and understood the Grant Terms and Provisions, it has had a full and complete opportunity to review the Grant Terms and Provisions with an attorney of its choosing, and it agrees to be bound by all of the Grant Terms and Provisions. The Corporation understands that City would not be willing to enter into this Agreement without such acknowledgement and agreement by the Corporation, and the Corporation waives any right to challenge the Grant Terms and Provisions based upon its failure to read or understand any such provisions or the incorporation of the Grant Terms and Provisions into this Agreement.**

4. **Representations of the Corporation.** In addition to the representations in the Grant Terms and Provisions, the Corporation makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

- (a) The Corporation has fully read and understood, and agrees to be bound by, the Grant Terms and Provisions.
- (b) The Corporation is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. The Corporation 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. The Corporation has duly authorized by all necessary action the execution, delivery and performance of this Agreement. The Corporation has duly executed and delivered this Agreement and this Agreement (including the Grant Terms and Provisions) constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with the terms hereof.
- (c) The Corporation's operations, offices and headquarters are located at the address for notices set forth herein. All aspects of the Work Program will be implemented at the geographic location specified in the Work Program.
- (d) No document furnished or to be furnished by the Corporation to the City in connection with 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.
- (d) Except as may be permitted hereunder and approved by MOH, the Corporation 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 Work Program.

(e) Neither the Corporation, nor any of its contractors, has been suspended, disciplined or debarred by, or prohibited from contracting with, the U.S. General Services Administration or any federal, state or local governmental agency. In the event the Corporation or any of its contractors has been so suspended, debarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested

by MOH. Any such suspension, debarment, discipline or prohibition may result in the termination or suspension of this Agreement. The Corporation acknowledges that this certification of eligibility to receive federal and City funds is a material term of the Agreement.

5. First Source Hiring. If the Grant is (i) for public services, economic development, microenterprise assistance, or planning and the Grant Amount is Two Hundred Thousand Dollars (\$200,000) or greater, or (ii) for capital projects or construction funding and the Grant Amount is Three Hundred Fifty Thousand Dollars (\$350,000) or greater, then the Corporation shall comply with the hiring requirements imposed by the City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83), which are incorporated herein by this reference. The Corporation agrees to execute and to comply with all the terms and provisions of the First Source Hiring Agreement attached hereto as **Appendix B**, if applicable, although the lack of such a separate execution shall not affect the requirements of the agreement as incorporated herein.

6. Notices to Parties. All notices to be given by the parties hereto shall be in writing and served by (a) hand delivery, (b) depositing same in the United States Post Office, postage prepaid, certified with return receipt requested, or (c) facsimile, as follows (or such other address as the parties may designate from time to time):

To City: Mayor's Office of Housing
25 Van Ness Avenue, 6th Floor
San Francisco, California 94102
Attn: Director

To Corporation: _____
Address: _____

Attn: Director

All notices 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO

a California nonprofit public benefit corporation

BY: _____
GAVIN NEWSOM, MAYOR

BY: _____
MATTHEW O. FRANKLIN, DIRECTOR
MAYOR'S OFFICE OF HOUSING

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

BY: _____
DEPUTY CITY ATTORNEY

BY: _____
PRESIDENT OF BOARD OF DIRECTORS

BY: _____
EXECUTIVE DIRECTOR

MOH Grant Agreement from July 1, 2005 to June 30, 2006 \$ _____

**Grant Manager _____

**The Grant amount is contingent on the availability of funds from HUD as allocated and approved by the Mayor and the Board of Supervisors. MOH reserves the right to make necessary correction and adjustment to the Grant amount if there are errors or discrepancies.