



Legacy Foundation for Bayview Hunters Point

**Funding Opportunity for Bayview Hunters Point based “Hacker Hub” - Computer,
Coding, and Math Enrichment Center**



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FUNDING OPPORTUNITY DESCRIPTION

A. Purpose

The Legacy Foundation strongly supports providing opportunities for Bayview Hunters Point (“BVHP”) residents in the technology sector. The Legacy Foundation is currently soliciting proposals from non-profit organizations to establish a BVHP-based Hacker Hub, and to receive and administer a \$25,000 grant to defray the costs of establishing the Hacker Hub. The purpose of the Hacker Hub is to create early opportunities for young residents to enter the STEM (Science, Technology, Engineering, and Mathematics) workforce development pipeline, attracting BVHP youth at an early age, to STEM education and potential careers in computer coding and other technology fields.

B. Background

The Legacy Foundation for Bayview Hunters Point (“Legacy Foundation”) was established as part of the Bayview Hunters Point Shipyard Redevelopment Project to intentionally strengthen Bayview Hunters Point’s human development capacity as the neighborhood’s physical environment undergoes transformation. The Legacy Foundation’s program investments are based on years of study and analysis of community needs, as well as community input. The Bayview Hunters Point (“BVHP” or “BVHP Area”) community includes the areas encompassed within the 94124, 94134 and 94107 zip codes.

The Legacy Foundation was created through a Disposition and Development Agreement between the former San Francisco Redevelopment Agency, now the Office of Investment and Infrastructure (“OCII”), and Lennar. The agreement requires that Legacy Foundation funds be used to benefit low- and moderate-income families; eliminate blight; or meet other urgent community development needs of the BVHP Area.

MISSION

The Legacy Foundation is overseen by a Board of Directors. The Legacy Foundation’s fundamental mission is to alleviate the impact of poverty in San Francisco’s Bayview Hunters Point community.

Over the next five years, the focus of the Legacy Foundation, as conceptualized by the Board of Directors, is to improve well-being outcomes in BVHP community. This decision is grounded in the commitment to achieve tangible, life improving results where needs are great, compared to the amount of investment currently available.

STRATEGIC GOALS

The Legacy Foundation has identified 3 strategic goals on which to focus funding between now and 2021:

- (1) Neighborhood Building
- (2) Education & Workforce Improvement
- (3) Expanding Homeownership & Retention

The program funded through this RFP will focus on investments to the Education and Workforce Improvement goal; specifically, it will aim to increase access, by elementary through high school age youth and young adults, to Science, Technology, Engineering, Art, and Math (“STEAM”) skills (or subset thereof). The Legacy Foundation firmly believes that a well-educated, highly skilled workforce may be the most important ingredient in strengthening the economy and ensuring a higher quality of life in Bayview Hunters Point.

AWARD INFORMATION

C. Funding

The Legacy Foundation will make a recommendation to OCII for a one-time award of \$25,000, to an organization determined to be the best qualified to provide the program services described in this RFP.

D. Use of Funds

The funds awarded under this RFP shall be used to establish a BVHP-based Hacker Hub, a tech and coding center equipped to: (1) educate and new diverse candidates for the STEM workforce development pipeline and (2) provide a BVHP STEM focused services center that is close to home for some of San Francisco's highest need students. Grant funds will only pay for costs directly related to the establishment of the Hacker Hub and the related provision of services and training at the Hub. It will not pay for advertising; entertainment; travel; costs of organized fund raising; or conferences and seminars.

E. Contracting Process

The successful respondent will be required to enter into a Grant Agreement with OCII. The Grant Agreement will follow the Purchasing Policy of the Office of Community Investment and Infrastructure ("OCII"). A sample Grant Agreement is provided in **Attachment 1**.

There are no registration or pre-qualification requirements to respond to this RFP.

F. Contractor Requirements

The Legacy Foundation is providing \$25,000 in seed funding to assist in the establishment of or to help sustain an existing BVHP Hacker Hub with the objective of creating a self-sustaining program. The Legacy Foundation is seeking proposals from private or non-profit software training providers to best utilize and leverage Legacy Foundation seed funding.

The successful applicant will establish a program that provides training for students, primarily focused on coding and electronics training. The program should employ the assistance of academic coaches or volunteers to provide weekly check-ins with each student, and monthly reports including information about classroom progress to their parents.

PROCESS FOR PROPOSAL SUBMISSION

G. Questions Concerning RFP

Applicants may submit questions via electronic mail to Kasheica.mckinney@sfgov.org. Questions regarding the RFP will be accepted until 5:00 PM Pacific Time on January 23, 2018. No telephone inquiries will be accepted. All inquiries should include the following reference in the Subject line: "Legacy Foundation Hacker Hub Coding Program". Answers to all questions received by this date will be posted on the OCII website no later than January 26, 2018.

H. Response Due Date

Proposals and all required attachments must be received no later than 4:00 PM Pacific Time on January 31, 2018. Any proposals or unsolicited amendments to proposals received after the due date and time will not be considered in the review process. Electronic responses will be accepted if received by the due date and time.

I. Proposal Instructions and Format

Respondents should include in the proposal a description of: 1) how the funds would be used; 2) how the funds will enrich an existing program; 3) whether the funds would be used to leverage funding from other sources; and 4) how acquisition of equipment will be beneficial.

Respondents must also include a description of the proposed lessons, tutorials, sample student progress reports, and a description and budget for any equipment that may be purchased.

Respondents should submit the entire proposals and required attachments, to:

Kasheica.mckinney@sfgov.org

-OR-

Kasheica McKinney
1 South Van Ness Ave, Floor 5, SF, CA 94103

J. RFP Timetable

RFP Release Date – December 21, 2017

Deadline Date for Questions – January 23, 2018

Proposal Due Date – January 31, 2018 (4:00 PM)

Tentative Date for Mandatory Panel Interviews – February 7, 2018

Estimated Date of Notification of Award – February 14, 2018

K. Budget Proposal

Planned costs must be directly related to the delivery of the training services and activities that will take place at the Hacker Hub. All respondents must attach a proposed budget. If equipment will be purchased, the budget should include a list and description of the items/equipment to be purchased, quantity, price per unit, and total price. The budget should also include any additional funding or program contributions that have already been awarded, which will be used for development of the Hacker Hub program.

L. Restrictions on Use of Funds

Funds awarded for the establishment or enhancement of an existing BVHP Hacker Hub, will only pay for costs directly related to the services and training mentioned above. It will not pay for any of the following items:

Advertising;

Entertainment;

Travel;

Costs of organized fund raising; or

Conferences and seminars or registration fees.

PROPOSAL REVIEW AND SELECTION

Proposals deemed eligible/complete will be scored based on further review and evaluation.

M. Evaluation of Proposals

Respondents that are responsive and that meet the minimum evaluation criteria will be invited by the Legacy Foundation to participate in a mandatory interview. The Evaluation Criteria has three parts: the Minimum Requirements; the Program Design; and the Program Cost. Each is described below:

1. Minimum Requirements - 20 points

Respondents to this RFP must describe in detail how they meet the minimum requirements. Failure to meet minimum requirements will result in an automatic rejection of the proposal and scoring will not proceed.

Minimum requirements require the applicant to demonstrate the following:

- Applicant is a private or public not-for-profit training provider with the capabilities to deliver computer coding training courses described in Section F.
- Applicant has partnerships with coding industry-specific businesses in the San Francisco Bay Area (e.g., web developers, web designers, and software engineer) that will provide volunteers or program support.
- Applicant can provide a list of two (2) references to verify capability to provide computer training courses.

2. Program Design - 30 points

A brief service summary should be provided, including types of training to be provided and description of equipment to be used.

3. Past Performance - 30 points

Prior experience demonstrates comprehensive and diverse services similar to services sought by Legacy Foundation.

4. Proposed Use of Funds - 20 Points

A budget summary should be provided to demonstrate how the Grant Funds would be expended.

N. Selection Process

- a. Submissions must be complete with an original and three (3) hard copies to be considered. No submissions received by facsimile or electronic mail will be considered.
- b. Legacy Foundation and/or OCII staff will contact references.

- c. Further written material regarding qualifications or submittals may be requested prior to or following interviews.

O. Additional Terms and Conditions

- a. Contract Expenses - Applicants responding to this RFP do so at their own expense. OCII and the Legacy Foundation will not consider any contractor costs related to this RFP or to negotiating a Grant Agreement as reimbursable or as eligible costs under the contract.
- b. The Legacy Foundation Right to Modify or Suspend RFP - The Legacy Foundation reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the selection process in or subsequent to the RFP; to obtain further information from any respondent, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any respondent for entry into a Grant Agreement with OCII.
- c. Claims Against the Legacy Foundation - Should an actual or potential proposer object on any ground to any provision or requirement of this RFP, that person or entity must, not more than ten calendar days after this RFP is issued, provide written notice to Legacy Foundation and OCII setting forth with specificity the grounds for the objection. The failure of a potential proposer to object as set forth above shall constitute a complete and irrevocable waiver of any such objection.

Each proposer by responding to this RFP, waives any claim, liability or expense whatsoever against the Legacy Foundation and its respective officers, board members, and agents (including OCII, its respective officers, commissioners and employees) by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of the Legacy Foundation, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

P. Award Notice

All respondents will receive a letter informing them of the decision on their proposal and OCII staff will contact the successful respondent.

Q. Payment

Once a Grant Agreement has been developed and formally executed by the organization and the OCII Executive Director, funds will be released upon receipt of copies of receipts or purchase orders (costs will be reimbursed). Invoices and receipts will also be requested to substantiate appropriate use of funds.

GRANT AGREEMENT

by and between

the Office of Community Investment and Infrastructure

and

for

the Bayview Hunters Point Hacker Hub

GRANT AGREEMENT

This Grant Agreement ("Agreement") dated as of _____ ("Effective Date"), by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure ("OCII"), and _____, a California non-profit corporation ("Grantee") (collectively, the "Parties"), is entered into based upon the following facts, intentions, and understanding of the Parties:

RECITALS

- A. The Legacy Foundation for Bayview Hunters Point ("Legacy Foundation") was established as part of the Bayview Hunters Point Shipyard Redevelopment Project to intentionally strengthen Bayview Hunters Point's human development capacity as the neighborhood's physical environment undergoes transformation. The Legacy Foundation's recommendation to the Commission on Community Investment and Infrastructure ("OCII Commission") on the use of the Community Benefit Funds is based on years of study and analysis of community needs, as well as community input. As used throughout this Strategic Plan, Bayview Hunters Point ("BVHP" or "BVHP Area") includes the areas encompassed within the 94124, 94134 and 94107 zip codes.
- B. The Legacy Foundation was created by the Hunters Point Shipyard Phase 1 Disposition and Development Agreement ("Phase 1 DDA") between the former San Francisco Redevelopment Agency, now OCII, and HPS Development Co. LP, a subsidiary of FivePoint. The DDA went into effect December 2, 2003. The Phase 1 DDA led to the formation of the Legacy Foundation, called "BVHP Representative Entity" that, in collaboration with the Hunters Point Shipyard Citizens Advisory Committee ("HPS CAC"), is charged with analyzing community needs and making recommendations to the OCII Commission on the use of the Community Benefits Fund.
- C. The Phase 1 DDA required that the Community Benefits Fund be used to benefit low- and moderate-income families; eliminate blight; or meet other urgent community development needs of the BVHP Area. Additionally, the Phase 1 DDA lists a number of Permitted Uses of funds recommended by the HPS CAC.
- D. The Legacy Foundation commissioned a study to assess community needs and developed a Five-Year Strategic Plan ("Strategic Plan"). One of the Strategic Plan initiatives is to allocate Twenty Five Thousand Dollars (\$25,000) ("Grant Funds") to create or support a neighborhood Hacker Hub to provide early opportunities for young residents to enter the STEM (Science, Technology, Engineering, Mathematics) field.
- E. On February 17, 2017, the OCII Commission unanimously voted to approve the Legacy Foundation's Five-Year Strategic Plan and directed OCII staff to begin implementation of the strategic priorities set forth in the Strategic Plan for neighborhood building; homeownership initiatives; and education and workforce training, including providing financial support for a Hacker Hub.
- F. On _____, OCII in collaboration with the Legacy Foundation issued a Request for Proposal to seek proposals for the operation of a Hacker Hub. Grantee was selected as the grant recipient.

- G. The Legacy Foundation strongly supports providing opportunities for Bayview Hunters Point residents in the technology sector and recommends the Grant Funds be awarded to Grantee for support of a Hacker Hub to be located in San Francisco's Bayview Hunters Point area. The Hacker Hub will be a computer technology tutoring center focused on creating early opportunities for young Bayview Hunters Point residents to enter the STEM (Science, Technology, Engineering, Mathematics) workforce development pipeline, attracting students at an early age to STEM education and potential careers in computer coding and other technology fields.
- H. In order to memorialize the disbursement procedures and requirements that apply to the Grant Funds and facilitate the establishment of a neighborhood Hacker Hub, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. Scope of Work, Budget and Schedule.

- a. Use of Funds: Funds shall be used to establish a BVHP-based Hacker Hub, a tech and coding center equipped to: (1) educate new diverse candidates for the STEM workforce development pipeline and (2) to provide a BVHP STEM focused services center that is close to home for some of San Francisco's highest need students within the BVHP project area boundary.

The Grant Funds will serve as seed funding to assist in the establishment or to help sustain an existing BVHP Hacker Hub with the objective of creating a self-sustaining program. In no event shall the amount of the Grant Funds disbursed hereunder exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000).

Grant Funds will only pay for costs directly related to the establishment of the Hacker Hub and the related provision of the Training Program mentioned in subsection (c), below. It will not pay for advertising; entertainment; travel; costs of organized fund raising; or conferences and seminars.

- b. Timeline: The timeline for use of the Grant Funds is 36 months from availability of funding.
- c. Training Program: The program will provide training for students on topics such as math enrichment, coding, and electronics training. Training will include assistance from academic coaches or volunteers to provide weekly check-ins with each student, and monthly reports including information about classroom progress to their parents.
- d. Budget: Prior to the request for disbursement of Grant Funds, Grantee shall provide to OCII for its review and approval a budget for the expenditure of the Grant Funds, either separately or as part of an overall budget for the establishment of the Hacker Hub.

- 2. Effective Date and Term.** This Agreement shall become effective on the Effective Date, and shall expire, terminate and be of no further force and effect 36 months from the Effective Date, except if extended in writing by OCII.

3. **Disbursement.** Invoices, purchase orders and receipts will also be requested to substantiate appropriate use of the Grant Funds. Grantee shall provide invoices, purchase orders or receipts to OCII. Grant Funds will be released within 30 days of receipt of satisfactory receipt, invoice or purchase order. OCII shall have no obligation to disburse the Grant Funds unless and until the Grantee has submitted a Scope of Work, Budget, and any additional appropriate documentation reasonably requested by OCII.
4. **Compliance with Legal Requirements Related to the Management and Expenditure of Grant Funds.** Grantee shall comply with all applicable governmental requirements related to the management and expenditure of the Grant Funds, including ensuring that adequate documentation is maintained to show that expenditures meet the eligible requirements for use.
5. **General Indemnity.** a) Grantee shall defend, hold harmless and indemnify OCII and the Legacy Foundation, and its commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses including reasonable attorney's fees, obligations, damages, injuries, actions, causes of action and liabilities of every kind (collectively, "Claims"), nature and description directly or indirectly, arising out of or connected with Grantee's use of the funds under this Agreement.

The indemnifications provided in this Section 5 shall survive termination of the Agreement.

6. **Amendments.** OCII and Grantee reserve the right to amend this Agreement by mutual consent. It is mutually understood no amendment of the terms of this Agreement shall be valid unless in writing and signed and acknowledged by both Parties.
7. **Limitations on OCII's Obligations.** OCII shall not be required to disburse any portion of the Grant Funds that is not included in the Scope of Services/Budget and that were not approved by a written amendment to this Agreement having been lawfully executed by OCII. OCII is not authorized to offer or promise to the Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. OCII is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement. OCII shall have no obligation to disburse the Grant Funds unless and until the Grantee satisfies the prerequisites for grant disbursements to the satisfaction of OCII.
8. **OCII Requirements.** The Grantee shall comply with the following OCII Purchasing Policy requirements:
 - a. **Nondiscrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Agreement. The Grantee will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

The Grantee will, in all solicitations or advertisements associated with the Grant Funds for employees placed by it or on its behalf, state it is an equal opportunity employer.

The Grantee will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement: so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Grantee shall provide all services to the public under this Agreement in facilities that are accessible to persons with disabilities as required by state and federal law and execute the “Nondiscrimination in Contracts and Benefits Form”.

- b. Limitations on Contributions. Through execution of this Agreement, the Grantee acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII 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 contributions to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, 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. The Grantee 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.

The Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Grantee’s board of directors; the Grantee’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Grantee.

- c. Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 5, the Grantee shall keep itself fully informed of all local 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 codes, ordinances, and regulations rules and laws.

9. Records and Monitoring.

- a. Records. The Grantee shall keep and maintain records of all estimates, invoices, receipts, and other reasonably detailed documentation sufficient to show the work undertaken and the actual costs thereof. Upon completion of the Scope of Work/Budget associated with any payment, the Grantee shall provide such records to OCII as well as a summary of the date, amount, purpose and payee of all expenditures to OCII’s satisfaction.
- b. Monitoring. The Grantee understands and agrees that it will be monitored by the Legacy Foundation and OCII from time to time to assure compliance with all terms and conditions in this Agreement and all laws.

10. Taxes. The 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 Funds, or any of the activities contemplated by this Agreement.

11. Representations and Warranties.

- a. Organization; Authorization. The 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. The 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. The Grantee has duly authorized, by all necessary action, the execution, delivery and performance of this Agreement. When duly executed, this Agreement shall constitute a legal, binding obligation of the Grantee, enforceable against the Grantee in accordance with the terms hereof.
- b. Grantee's Board of Directors. The Grantee shall at all times be governed by a legally constituted board of directors and upon request, the Grantee shall provide to OCII an updated list of current directors. The 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 the Grantee of its obligations under this Agreement.
- c. No Misstatements. No document furnished or to be furnished by the Grantee to OCII in connection with this Agreement 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. Duty of Loyalty. Grantee for itself and its subcontractors, if any, agrees to abide by the OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the OCII, no present or former employee, Commissioner or consultant of the OCII shall knowingly act for anyone other than the OCII in connection with any particular matter in which the OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

12. Default.

- a. Events of Default. The occurrence of one or more of the following events shall constitute an "Event of Default" under this Agreement, giving OCII the right to declare the Grantee in default and to exercise any or all of its remedies, at its sole election and in its reasonable discretion:
 - i. False Statement. Any statement, representation or warranty contained in this Agreement or in any other document submitted to

OCII under this Agreement is found by OCII to be false or misleading.

- ii. Failure to Comply with Applicable Laws. The Grantee fails to perform or breaches any of the terms or provisions
- iii. Voluntary Insolvency. The 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 the Grantee or of any substantial part of the Grantee's property, or (v) takes action for the purpose of any of the foregoing.
- iv. Involuntary Insolvency. Without consent by the 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 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.

13. Transfers. The Grantee shall not, either directly or indirectly, assign, transfer, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of the Grantee hereunder without the prior written consent of OCII.

14. Notices. All notices, consents, communications or transmittals required by this Agreement shall be made in writing, and shall be deemed communicated by personal delivery or by United States certified mail, postage prepaid, return receipt requested, as of the earlier of actual receipt or seven days from mailing, addressed as follows:

To OCII:

Office of Community Investment and Infrastructure

ATTN: Kasheica McKinney

One South Van Ness Avenue, 5th Floor

San Francisco, CA 94103

To Grantee:

15. Miscellaneous Provisions.

- a. Amendment. No amendment of this Agreement or any part thereof shall be valid unless it is in writing and signed by a person or persons having authority to do so, on behalf of both OCII and the Grantee.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of OCII and Grantee, subject to the

limitations set forth in this Agreement.

- c. Counterparts. This Agreement may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

This Agreement is agreed to on the date(s) below:

GRANTEE

By: _____
Its: _____
Date: _____

GRANTOR

Nadia Sesay
Executive Director
Date: _____

APPROVED AS TO FORM

James B. Morales
OCII General Counsel

Aaron J. Foxworthy
Deputy General Counsel