

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN RIGHTS COMMISSION**

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC.

FIRST AMENDMENT

This AMENDMENT of the April 19, 2021 Grant Agreement (the "Agreement") is dated as of January 7, 2025 and is made in the City and County of San Francisco, State of California, by and between LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC. (LYRIC) ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through HUMAN RIGHTS COMMISSION ("Department").

RECITALS

WHEREAS, The Department conducted a Request for Qualifications (RFQ) for Black Transgender Initiatives on December 14, 2020 in order to advance initiatives that provide economic security, stabilization, and arts and cultural enrichment services to the community; and

WHEREAS, Grantee submitted a proposal and was awarded a grant under the RFQ; and

WHEREAS, The Department entered into a Grant Agreement with Grantee for the total amount of \$250,000.00 for the period of July 1, 2021 through June 30, 2023; and

WHEREAS, Through this funding, Grantee implemented the Youth Services and Research on Transgender and Gender Nonconforming (TGNC) program to provide economic security, stabilization, and arts and cultural enrichment programmatic services, and to launch and implement a violence prevention needs assessment focusing on TGNC community members' experiences with violence prevention and public safety in San Francisco; and

WHEREAS, The Department and Grantee were unable to amend the Agreement before expiration due to Department and Grantee staff transitions, Grantee's temporary non-registration with the California Attorney General's Registry of Charities and Fundraisers, and various other programmatic delays; and

WHEREAS, The Department orally instructed Grantee to continue performing after the expiration of the Agreement; and

WHEREAS, Grantee continued to perform services within the scope and terms of the Agreement despite the delayed execution; and

WHEREAS, The Department desires to retroactively issue a Grant Amendment to increase the not to exceed amount to \$300,000.00 and extend the grant duration to December 31, 2023, thereby ensuring that additional expenditures incurred by Grantee to complete the violence prevention needs assessment between June 30, 2023 and December 31, 2023 are reimbursable; and

WHEREAS, The San Francisco Board of Supervisors adopted **Resolution No. XXX-XX** on **[DATE]**, approving this retroactive amendment of the Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) Section 3.2. (“Duration of Term”)

Section 3.2 (“Duration of Term”) of the Grant Agreement currently reads as follows:

3.2 Duration of Term. The term of this Agreement shall commence on July 01, 2021 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

*Such section is hereby amended to read as follows (changes in **bold**):*

3.2 Duration of Term. The term of this Agreement shall commence on July 01, 2021 and expire on **December 31, 2023** unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

(b) Section 5.1 (“Maximum Amount of Grant Funds”)

Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads as follows:

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000).

*Such section is hereby amended to read as follows (changes in **bold**):*

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **THREE HUNDRED THOUSAND Dollars (\$300,000)**.

(c) 16.21 Compliance with Other Laws.

*Section is hereby amended in its entirety to read as follows (changes in **bold**):*

16.21 Compliance with Other Laws.

(a) 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.

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

(d) Appendix A of the Grant Agreement (Eligible Expenses), is hereby replaced in its entirety with Appendix A-1, attached hereto.

(e) Appendix B of the Grant Agreement (Grant Plan), is hereby amended to add Appendix B-1, attached hereto.

(f) Appendix D of the Grant Agreement (Interest in Other City Contracts), is hereby replaced in its entirety with Appendix D-1, attached hereto.

4. Effective Date. Each of the modifications set forth in Section 3 shall be effective on and after the date of this Amendment.

5. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

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

CITY
HUMAN RIGHTS COMMISSION

GRANTEE:
LAVENDER YOUTH RECREATION AND INFORMATION CENTER, INC.

By: _____
MAWULI TUGBENYOH
INTERIM EXECUTIVE DIRECTOR

By: _____

Print Name: Gael Isaiah Lala-Chávez

Approved as to Form:

Title: Executive Director and President

David Chiu
City Attorney

Federal Tax ID #: 94-3227296

City Vendor Number: 0000016537

By: _____
Sarah Fabian
Deputy City Attorney

Appendix A-1 -- 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; or, if advances are permitted: expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages;
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies;
- (4) advertising and publicity costs;
- (5) program and event snacks, meals, and beverages; and
- (6) program related transportation expenses such as to travel for program meetings or professional development.

Eligible Expenses shall specifically *exclude*:

- (1) personal costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities, except as otherwise expressly stated in the preceding section titled “Eligible Costs shall include” above;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

Appendix B-1 -- Definition of Grant Plan

HRC is committed to supporting all San Francisco residents and ensuring that San Francisco's diverse communities are experiencing joy, feeling safe and healthy, and advancing educationally and economically, including by funding efforts to address the housing crisis in the City. This grant to Lavender Youth Recreation and Information Center, Inc. (LYRIC) represents one of many grants HRC provides to that end.

The Grant Plan is being amended to add an additional **\$50,000.00** to the 2021-23 Grant Period for a grand total of \$300,000.00.

During the grant period from July-December, 2023, LYRIC will provide the following core services:

1. Participate in a Community Advisory Committee to foster collaboration between grant partners who are receiving funding from the HRC Transgender Initiatives Request for Qualifications (RFQ).
2. Partner with the Transgender Community to implement a violence prevention needs assessment focusing on the experiences of diverse transgender, gender nonconforming, and transgender communities in San Francisco. Deliverables for this project area are:
 - A 6 month community needs assessment
 - Final report and oral presentation with analysis findings to be submitted at the conclusion of the project
 - Development of a narrative-based educational series

LYRIC will conduct a comprehensive literature review of existing data sources to address the following questions:

- How do diverse transgender, gender nonconforming, and transgender communities define violence?
- What are the experiences of diverse Transgender, gender nonconforming, and transgender (TGNC) communities with violence?

LYRIC may utilize the following methodologies to supplement the community assessment such as:

- Focus groups, to be run in coordination with LYRIC's existing community groups programs or with Community Based Organizations (CBOs) serving TGNC participants
- Participatory action research through LYRIC's workforce development continuum
- Individual interviews with participants

LYRIC's findings will inform the development of the final report, oral presentations, and the co-creation of a narrative-based educational series in the second year of the project.

6 Month Project Description (Year 3; from July 1, 2023 through December 31, 2023)

During the third year of LYRIC’s “Youth Services and Research on TGNC Community” project, the organization will implement the following services and activities to meet the goals under the Housing Navigation Program, Workforce Development/Arts & Cultural Enrichment Programs, and Violence Prevention interventions:

Service Goal	Service Target	Completion Date
Youth respondents report increased understanding of the dynamics of relationship violence (survey data)	75%	June 30, 2023
Complete Literature Review for BTI Survey	11 youth	December 31, 2023
Survey Report Conclusion, date to present and share with various stakeholders citywide	Citywide	June 30, 2023

In this grant period, LYRIC will continue to partner with the Transgender community to design a violence prevention needs assessment focusing on TGNC and transgender communities’ experiences with violence prevention and public safety. LYRIC’s goals and deliverables for this period are to:

1. Complete a literature review of existing data sources focused on how TGNC people and transgender communities define violence, as well as their experiences with violence by 12/31/23
2. Complete a draft community assessment/survey by 12/31/2023

Please see the accompanying budget and budget narrative which outlines how cost items will be applied to meet the project deliverables.

Outreach Strategy to TGNC Community

LYRIC currently outreaches to 1,000 LGBTQ youth 24 years old and under, and provides direct services to 400 youth each year. Tactics include:

- Direct collaboration with schools, universities, and non-profits such as San Francisco Unified School District (LYRIC currently operates programs out of 16 middle and public high schools and runs district wide programming to LGBTQ youth), San Francisco State University, the LGBT Center, Dimensions, and other CBOs who refer youth to the organization. LYRIC staff regularly meet with school administrators, teachers, guidance counselors to increase outreach and the impact of direct services.
- In person tabling during community events or holidays such as GSA Day or Pride
- Word of mouth – current or past participants bring their peers to LYRIC’s youth center to access services
- Open drop-in resource hours during the pandemic to engage vulnerable homeless and street populations who have limited access to phone or internet service
- Engaging youth through social media channels and LYRIC’s website

Beyond serving LYRIC’s core population of youth, which are comprised of 75% youth of color and 47% TGNC participants, the organization will also partner with the Transgender Community, TGI Justice Project, TAJA’s Coalition, and PRC to:

1. Increase outreach for LYRIC services
2. Identify areas of synergy and opportunities to collaborate

3. Plan, design, and implement the community needs assessment and educational series

Additionally, LYRIC will collaborate with its existing network of agencies and CBOs such as HIFY, Huckleberry Youth Services, Larkin Street Youth Services, and others to increase outreach to TGNC participants to access services and encourage participation in violence prevention research efforts.

LYRIC will attend regular Community Advisory Committee meetings convened by HRC and meet with the Transgender Initiatives grantees outside of the Committee to discuss next steps in collaboration. LYRIC has already met with PRC formally in March 2021 to discuss the Transgender Initiatives and has a meeting with the Transgender District on April 22, 2021 to discuss how the partners would like to collaborate to better serve the Transgender population. LYRIC anticipates meeting with the Transgender Community Leaders on a monthly basis to begin planning for the community needs assessment once contracts between the two organizations and HRC are formalized and executed.

Budget

Budget Item	Year 3 Amount
Salaries	
VP of Programs and Operations	\$4,709.58
Executive Director	\$2,535.77
HR Manager	\$1,061.97
Data Coordinator	\$10,138.31
Research & Data Manager	\$12,711.12
Graphic Designer, SM Coordinator	\$886.34
Facilities Coordinator	\$903.33
Director of People & Operations	\$1,564.48
Community Engagement Manager	\$352.86
IT Coordinator	\$893.30
Total Salaries	\$35,757.07
Fringe	
FICA	\$2,499.12
Workers Comp	\$368.38
Retirement	\$599.08
Health Benefits	\$347.74
Total Fringe	\$3,814.32
Professional Services	
Ex., IT services, Organizational Development, Clinical Supervision, Building Maintenance and fees, and Other Professional Fees	\$711.29
Total Professional Services	\$711.29
Operating Expenses	

Travel and Meetings	\$78.29
Program Supplies	\$324.61
Participant/ Client Costs (ex., participant incentives and basic needs supplies)	\$37.79
Printing & Copying	\$11.03
Other Program Expenses (ex. Telecommunications, Equipment Lease and Maintenance, Employee Recruitment, Professional Development, Dues/Membership/Subscriptions, Org Insurance, and Marketing)	\$1,765.61
<i>Total Operating</i>	<i>\$2,217.33</i>
Indirect Costs	
Indirect Admin Fee (Roughly 15% of total grant)	\$7,500.00
TOTAL YEAR 3 PROGRAM EXPENSES	\$50,000.00
TOTAL YEARS 1 AND 2 PROGRAM EXPENSES	\$250,000.00
GRAND TOTAL GRANT PROGRAM EXPENSES	\$300,000.00

Appendix D-1 -- Interest in Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
DPH	1/1/2023 – 1/1/2024	\$1,000,000
HRC	1/1/2022 – 1/1/2023	\$500,000
MOHCD	7/1/2022 – 6/30/2023	\$75,000
OEWD	7/1/2022 – 6/30/2023	\$100,000