

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**SECOND AMENDMENT
TO GRANT AGREEMENT**

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**CHARITY CULTURAL SERVICES CENTER
FSP CONTRACT NUMBER: 1000025001**

SF SHINES DESIGN SERVICES

This AMENDMENT to the JULY 1, 2022 Grant Agreement (the "Agreement") is dated as of APRIL 1, 2025 and is made in the City and County of San Francisco, State of California, by and between CHARITY CULTURAL SERVICES CENTER a California nonprofit public benefit corporation ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Office of Economic and Workforce Development ("OEWD").

RECITALS

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals ("RFP") 219, Program Area G – SF Shines Design Services, issued on December 3, 2021, in which City selected Grantee as one of the highest ranked proposers under the RFP, and is one of the multiple awardees under this RFP; and

WHEREAS, the term of the Agreement expired as of JUNE 30, 2024; and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement, despite the passing of the expiration date; and

WHEREAS, the City and Grantee intended for this Amendment to start on JULY 1, 2024; and

WHEREAS, the City and Grantee are just now executing this Amendment due to administrative and budget related delays; and

WHEREAS, any expenditures by Grantee prior to execution of this Amendment were made at Grantee's risk and shall not be reimbursed unless the City, in its sole reasonable discretion, determines that those expenditures are Eligible Expenses under the Agreement; and

WHEREAS, the City and Grantee intend for the Agreement to cover the period of JULY 1, 2022 to JUNE 30, 2026, despite this delay; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued relationship and modify the Agreement to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, update invoicing and payment instructions on the terms and conditions set forth herein; and**

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

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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.

a. **Agreement.** The term “Agreement” shall mean that certain Agreement dated **July 1, 2022** between Grantee and City, as amended by the:

First Amendment, dated April 1, 2023.

b. **Other Terms.** 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.** 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 1, 2022** and expire on **JUNE 30, 2024**, 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 deleted and replaced in its entirety to read as follows:

“**3.2 Duration of Term.** The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** or (b) the effective date specified in Section 3.1. Such terms shall end on **JUNE 30, 2026**, unless earlier terminated as provided herein.”

(b) **Section 5.1.** Section 5.1 (“Maximum Amount of Grant Funds”) of the Grant Agreement currently reads as follows:

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **TWO HUNDRED SIXTY-FIVE THOUSAND** Dollars (**\$265,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$66,250** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to Department along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by Department of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$331,250.**”

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

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **THREE HUNDRED NINETY-FIVE THOUSAND** Dollars (**\$395,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$98,750** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to Department along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by Department of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$493,750.**”

(c) **Section 12.1.** Section 12.1 (“Proprietary or Confidential Information of City”) of the Grant Agreement is hereby deleted and replaced in its entirety to read as follows:

“12.1 **Proprietary or Confidential Information.** 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, or be provided to Grantee by individuals or organizations in the course of Grantee’s performance under this Agreement, and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all information disclosed to Grantee under this Agreement 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. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all confidential data given to or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data.”

(d) **Section 16.21.** Section 16.21 (“Compliance with Other Laws”) of the Grant Agreement 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.”**

(e) **Appendix A.** Appendix A, Budget, of the Grant Agreement and Appendix A-1, Budget, of the First Amendment display the amended total amount of **\$265,000**.

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

(f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby amended to add Appendix B-1, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

(g) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement and Appendix C-1, Invoicing and Payment Instruction describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-2, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

4. Effective Date. Each of the modifications set forth in Section 3 shall be effective on and after **JULY 1, 2024**

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.

[Signatures appear on following page]

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:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

GRANTEE:

CHARITY CULTURAL SERVICES CENTER, a California nonprofit public benefit corporation

DocuSigned by:
By: *Sarah Dennis Phillips*
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Sarah Dennis Phillips

Sarah Dennis Phillips
Executive Director

DocuSigned by:
BY: *Cecilia Liang*
A04DFEE4D4B0438...

Cecilia Liang

Print Name: Ashley Cheng

Title: Executive Director

Federal Tax ID Number: 94-2922453

City Supplier Number: 0000023054

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: *Mary Kamikihara*
B6537502D8EC420...

Mary Kamikihara

Mary Kamikihara
Deputy City Attorney

**Appendix A-2
Budget**

The budget below may be modified in OEWD's sole discretion. Approved budget modifications will only allow budget shifting within the line items already established in the Agreement, and no additional funds will be allocated. No new line items or change in scope of work will be allowed in budget modifications; such changes will require further approval and a formal amendment to the Agreement.

Budget Line Item	Description	Detail	Budget Amount
Staff Salary 1	Ashley Cheng, Executive Director	8%	\$11,065.60
Staff Salary 2	Phyu Ang, Program Director	15%	\$11,544.00
Staff Salary 3	Linh Ngoc, Accountant	8%	\$6,156.80
Fringe benefits	20% of total staff salary		\$5,753.28
Indirect Cost Rate	13% of direct costs		\$4,480.32
Consultant/Contractor 1	ARCUS Architecture and Planning		\$91,000.00
TOTAL BUDGET			\$130,000.00

Appendix B-1 Definition of Grant Plan

The term “Grant Plan” shall mean the following:

I. PROJECT NAME/TITLE

SF Shines Design Services – 2nd Amendment

II. PROJECT DESCRIPTION

The Grantee shall provide technical assistance to applicants and project management services to facilitate the completion of SF Shines Design Services projects for approved applicants on an as-needed basis.

III. PROJECT DEFINITIONS

City and County of San Francisco (“City”) – The entity entering into this contractually binding agreement with a third party (Grantee) that will provide goods and/or services to targeted populations on behalf of the City

Grant Agreement (“Agreement”) – A legally binding agreement between the City and Grantee

Grant Plan – Also known as the “Scope of Work (SOW)” and describes the activities and expected outcomes and/or deliverables of the awarded project

Grantee – An awardee contractually bound by this Agreement to receive resources from the City in order to provide goods and/or services to targeted populations on behalf of the City

OEWD – Office of Economic and Workforce Development, a department of the City

Points of Contact (POC) – Individuals that represent the parties which are contractually bound by this agreement—City and Grantee—as the primary contact(s) on the teams

- **City’s Team** – Consists of at least one Point of Contact (POC) who is a Project Manager assigned to work with Grantee in relation to this Agreement. The assigned Project Manager(s) and contact information is as follows:

Guillem Vila Galceran, Small Business Grants Specialist
guillem.vilagalaceran@sfgov.org
415-554-4602

- **Grantee’s Team** – Consists of at least one representative who is the POC assigned to work with the City in relation to this Agreement:

Ashley Cheng, Executive Director
ashleycheng@sfccsc.org
415-989-8224

Is this organization a Fiscal Agent for this Project? **No**

IV. DESCRIPTION OF SERVICES

The Grantee shall provide services for SF Shines Design Services, which was awarded under RFP 219, Program Area G SF Shines Design Services, published in December 2021.

The goal of the project is to provide small business owners with architectural design services and permitting support to assist with opening in commercial spaces and complying with local and state laws and building codes. The project goal meets objectives to improve physical conditions and safety in targeted commercial corridors.

ARCUS Architecture and Planning provides small business owners with architectural design services and permitting support to assist with opening in commercial spaces and design complying with local and state laws and building codes.

V. TASKS AND DELIVERABLES

Task 5. Grantee shall provide design services for the SF Shines program

Task 5.1. Grantee shall provide program updates regularly, which may include:

- Grantee shall assign a point person for communication with the City's Team.
- Grantee shall participate in regular check in calls with the City's Team to provide updates on all projects.
- Grantee shall contact the City's Team in case of any potential disruptions in the budget, schedule, or quality of the project.

Task 5.2. Grantee shall manage design and permitting phase of SF Shines projects

- City will assign accepted small businesses to grantee based on program eligibility, geography, scope of work and language capacity.
- Grantee shall assign an architect or designer with capacity and relevant experience for the clients and submit qualifications for approval by the City's Team on an as-needed basis.
- Grantee shall work with architect to determine appropriate scope of work and budget for projects.
- Grantee shall facilitate meetings between the architect or designer and the client as needed.
- Grantee shall ensure assigned architect or designer submits plans for review by DBI, DPH, MOD, and Planning as required and submit copies of all permit applications to the City's Team as requested.

All deliverables must be completed, submitted, and approved by the Project Manager before the end of the grant term in order to be eligible for payment. Project Manager has the ability to withhold payment if deliverables are not fully completed or satisfactory according to Grant Plan and agreement specifications.

Appendix C-2 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: owd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. ***NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to owd.ap@sfgov.org on or before the term end date.***
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or

upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program 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.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
oewd.ap@sfgov.org

Re: **SF Shines Design Services – 2nd Amendment**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2022**, between **CHARITY CULTURAL SERVICES CENTER** (“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:

Month and Year for which funds are being requested: _____

Total Amount Requested in this Request: \$_____

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: **\$ 395,000.00**

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;

(e) The person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) 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 Section 17.14, 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.

CHARITY CULTURAL SERVICES CENTER, a California Non-Profit Public Benefit Corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Budget Line Item	Description	Amount
Staff Salary 1	Ashley Cheng, Executive Director	
Staff Salary 2	Phyu Ang, Program Director	
Staff Salary 3	Linh Ngoc, Accountant	
Fringe benefits	20% of total staff salary	
Indirect Cost Rate	13% of direct costs	
Consultant/Contractor 1	ARCUS Architecture and Planning	
Total Amount Invoiced:		

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) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**