

CITY AND COUNTY OF SAN FRANCISCO
<<HUMAN RIGHTS COMMISSION>>

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

COMMUNITY UNITED AGAINST VIOLENCE
HRC-LG-002

FIRST AMENDMENT

This AMENDMENT of the, **JANUARY 1, 2024 Grant Agreement** (the "Agreement") is dated as of **JULY 29, 2025** and is made in the City and County of San Francisco, State of California, by and between **COMMUNITY UNITED AGAINST VIOLENCE** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **Human Rights Department** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through the Department's Request for Qualifications (RFQ) #85 – LGBTQI+ and Various Communities Grants issued May 31, 2023 and this modification is consistent therewith; 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, the term of the Agreement expired as of December 31, 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, City and Grantee desire to memorialize their continued contractual relationship by entering into this Amendment extending the same terms and conditions as the Agreement; and

WHEREAS, City and Grantee desire to modify the Grant Agreement on the terms and conditions set forth herein to extend the duration of the grant term, add funding for FY2024-2025, replace Appendix A with Appendix A-1, amend Appendix B with Appendix B-1, and amend Appendix C with Appendix C-1, in order for Grantee to continue providing capacity building and community programs; 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) 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.**

(b) 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 **January 1, 2024**, and expire on **December 31, 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 amended to read as follows (changes in **bold**):*

3.2 Duration of Term. The term of this Agreement shall commence on as of January 1, 2024 and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligation under this Agreement until it receives written notice from City to proceed.

(c) 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 THOUSAND** Dollars (**\$200,000**)

*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** Dollars (**\$300,000**)

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. 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:
**COMMUNITY UNITED AGAINST
VIOLENCE**

By: _____
Mawuli Tugbenyoh
Executive Director

By: _____
Pablo Espinoza
Co-Executive Director

Federal Tax ID #: 94-2758154

City Vendor Number: 22459

Approved as to Form:

David Chiu
City Attorney

By: _____
Brianna E. Voss
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; and
- (4) advertising and publicity costs.
- (5) program and event snacks, meals and beverages
- (6) program related transportation expenses such as to travel for program meetings or professional development.
- (6) Fundraising expenses *ONLY IF* the program objective for the grant or subgrant is defined as fundraising and/or development capacity building.

Eligible Expenses shall specifically exclude:

- (1) personal costs including but not limited to expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (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) fines, fees, and penalties including but not limited to late charges, interest, violations of agreements, laws or regulations;
- (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;

- (6) the purchase of bottled water is prohibited unless there is a documented health and safety requirement that cannot be met by other means;
- (7) the purchase of sugary beverages (e.g., soft drinks, sweetened teas, sweetened juices) including any non-alcoholic beverage with added caloric sweeteners. The ban does not apply to 100 percent natural fruit or vegetable juices, infant formula, medical-use beverages, or meal replacement beverages that contain proteins, carbohydrates, and multiple vitamins and minerals;
- (8) alcoholic beverages and tobacco products;
- (9) lobbying activities;
- (10) any expenses not approved in the project budget or contract;
- (11) expenses incurred outside of the active dates of the Agreement;
- (12) unreasonable costs deemed excessive or not necessary for program objectives;
- (13) expenses covered in the Department's "Policy on Allowable and Unallowable Grant Expenses."

Appendix B-1 --Definition of Grant Plan

Appendix B is replaced with Appendix B-1 solely to include an updated budget rollup table reflecting the additional One Hundred Thousand Dollars (\$100,000) in funding provided by this Amendment. No changes are made to the Scope of Work, deliverables, requirements, or obligations set forth in Appendix B.

Cost Category	Account	Sum of Total Cost
Administrative	Salary	\$ 10,362.00
	Fringe	\$ 2,047.30
Programs	Salary	\$ 44,634.00
	Fringe	\$ 8,818.70
Materials & Supplies	MatSu	\$ 2,600.00
Non-Personnel Operating Costs	NPSvcs	\$ 19,712.00
Stipends	NPSvcs	\$ 5,400.00
Indirect	N/A	\$ 6,426.00
Grand Total		\$ 100,000.00

Appendix C-1 --Form of Funding Request

The Form of Funding Request in Appendix C is amended to reflect the updated Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement, as set forth below. Schedule 1 to the Request for Funding shall remain the same as set forth in Appendix C.

FUNDING REQUEST

MAWULI TUGBENYOH
HUMAN RIGHTS COMMISSION (HRC)
CITY AND COUNTY OF SAN FRANCISCO
25 VAN NESS AVENUE, SUITE 800
SAN FRANCISCO, CA 94102
hrc.grants@sfgov.org

Re: **COMMUNITY UNITED AGAINST DOMESTIC VIOLENCE – HRC-LG-002**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of January 1, 2024, 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: \$300,000

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

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