

**CITY AND COUNTY OF SAN FRANCISCO  
ADULT PROBATION DEPARTMENT**

**FIRST AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO  
(THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
ON BEHALF OF ITS SAN FRANCISCO CAMPUS)**

---

**FIRST AMENDMENT**

**This AMENDMENT of the November 1, 2022 Grant Agreement** (the "Agreement") is dated as of **November 1, 2023 and** is made in the City and County of San Francisco, State of California, by and between **UNIVERSITY OF CALIFORNIA, SAN FRANCISCO (THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS SAN FRANCISCO CAMPUS)** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **ADULT PROBATION DEPARTMENT**.

RECITALS

**WHEREAS**, the Agreement was competitively procured as required through RFP#APD2022-01 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 Grant Agreement is being amended to update the not to-exceed-amount, extend the duration, and revise Appendix B; 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. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

**(a) 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 November 1, 2022 and expire on October 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.

*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 November 1, 2022 and expire on **June 30, 2025**, 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.** 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 Three million three hundred seventy-nine thousand five hundred Dollars (\$3,379,590).

*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 **NINE MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND TWO Dollars (\$9,333,302).**

**THREE HUNDRED FIFTY FOUR THOUSAND AND TWELVE Dollars (\$354,012) for the periods specified in Section 3.2 may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

**(c) Appendix B – Definition of Eligible Expenses** of the Grant Agreement currently reads as follows:

#### **Appendix B--Definition of Eligible Expenses**

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

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 (no advances of Grant Funds shall be made
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (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.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or 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) 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.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses. Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

<b>ADULT PROBATION DEPARTMENT SUMMARY</b>	
<b>March 6, 2023</b>	<b>UCSF/Citywide</b>
Program Term: November 1, 2022- October 31, 2023	
Expenditures	<b>12 Month Budget</b>
Personnel	\$ 2,833,082
Operating Expense	\$ 184,409
Subtotal	<b>\$ 3,017,491</b>
Indirect Percentage Rate not to exceed 12%	12%
Indirect Cost	<b>\$ 362,099</b>
<b>Total Expenditures</b>	<b>\$ 3,379,590</b>

*Such section is hereby deleted and replaced in its entirety to read as follows (**new text in bold**):*

#### **Appendix B-1--Definition of Eligible Expenses**

The Grantee's total compensation under this Agreement is detailed below, inclusive of all eligible costs and expenses required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount set forth in Section 5 of this Agreement and detailed below.

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 (no advances of Grant Funds shall be made
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) within the scope of the applicable Budget line item; and
- (d) 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.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or 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) 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.

Grantee shall be responsible for submitting expense justification documentation such as payroll, payroll taxes/fringe, and benefits back up, as well as invoices and or receipts for all other approved expenses. Payment Requests should be sent to the person indicated in Section 15 of this Agreement.

Payments will be made by City to the Grantee within 30 days after the City has received Grantee's cost reimbursement request, provided that:

- 1. The City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Grantee to the City in accordance with this Contract;
- 2. A monthly status report of services provided (number of classes or number of parent child visits facilitated) has been provided to the City by the Grantee as part of the Grantee's payment request each month;
- 3. Insurance documentation is current in accordance with Section 10 of this Agreement.

In the event the City requests corrections to the cost reimbursement invoice, or for additional information needed to accept the cost reimbursement invoice as satisfactory, the date on which the additional information is received will mark a "new cost reimbursement submission date," and payments will be made by City to the Grantee within 30 days of the new cost reimbursement submission date.

Budget:

ADULT PROBATION DEPARTMENT			
SUMMARY			
UCSF/Citywide			
Program: Community Assessment and Services Center (CASC)			
Expenditures	8 Month Budget (11/01/2022- 6/30/2023)	12 Month Budget (7/01/2023- 6/30/2024)	12 Month Budget (7/01/2024- 6/30/2025)
Personnel	\$ 1,888,721	\$ 2,931,631	\$ 2,992,803
Operating Expense	\$ 122,940	\$ 229,191	\$ 168,019
Subtotal	\$ 2,011,661	\$ 3,160,822	\$ 3,160,822
Indirect Percentage Rate not to exceed 12%	12%	12%	12%
Indirect Cost	\$ 241,399	\$ 379,299	\$ 379,299
Total Expenditures	\$ 2,253,060	\$ 3,540,121	\$ 3,540,121

**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.

[SIGNATURES 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**  
**ADULT PROBATION DEPARTMENT**

**GRANTEE:**  
**UNIVERSITY OF CALIFORNIA, SAN**  
**FRANCISCO**  
**(THE REGENTS OF THE UNIVERSITY OF**  
**CALIFORNIA, ON BEHALF OF ITS SAN**  
**FRANCISCO CAMPUS)**

DocuSigned by:  
By: Cristel Tullock, Chief Adult Probation Officer  
Cristel Tullock  
Chief Adult Probation Officer

DocuSigned by:  
By: Catherine Lagarde, Contracts and Grants Officer  
Catherine Lagarde  
Print Name: Catherine Lagarde

**Approved as to Form:**

David Chiu  
City Attorney

Federal Tax ID #: 94-6036493

City Vendor Number: 0000009023

DocuSigned by:  
By: Jana Clark, Deputy City Attorney  
Jana Clark  
Deputy City Attorney