

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

MEALS ON WHEELS OF SAN FRANCISCO

Grant #1000022185

This **AMENDMENT** of the, August 1, 2021 Grant Agreement (the "Agreement") is dated as of April 1, 2022 and is made in the City and County of San Francisco, State of California, by and between MEALS ON WHEELS OF SAN FRANCISCO, 1375 FAIRFAX STREET, SAN FRANCISCO, CA 94124 ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Proposal (RFP) #920 issued in March 2021 and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Amendment by INSERT RESOLUTION NUMBER on INSERT DATE OF COMMISSION OR BOARD ACTION;

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 modify the Agreement on the terms and conditions set forth herein to extend the grant by three years and to increase the grant amount, 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.
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2021 between Grantee and City.
 - b. **Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring

Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

- c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

- a. **Article 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) July 1 2021 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2022.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) July 1 2021 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2025.

- b. **Article 5.1. Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“The amount of the Grant Funds disbursed hereunder shall not exceed **Seven Million, Seven Hundred Ninety Two Thousand, Five Hundred Thirty Six Dollars (\$7,792,536)** for the period **from July 1, 2021 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**”

Contingent amount: Up to Seven Hundred Seventy Nine Thousand, Two Hundred Fifty Four Dollars (\$779,254) for the period from July 1, 2021 to June 30, 2022 (Y1), 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.”

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eight Million, Five Hundred Seventy One Thousand, Seven Hundred Ninety Dollars (\$8,571,790)** for the period **from July 1, 2021 to June 30, 2022 (Y1)**.

Grantee understands that the maximum amount of Grant Funds disbursement identified above in Section 5.1 of this Agreement, includes the amount shown as the contingent amount may not to be used in Program Budget(s) attached to this Agreement as Appendix B, and is not available to Grantee without a written revision to the Program Budgets of Appendix B approved by Agency. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.”

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty Eight Million, Six Hundred Eighteen Thousand, Five Hundred and Fifty Four Dollars (\$28,618,554)** for the period **from July 1, 2021 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Two Million, Eight Hundred Sixty One Thousand, Eight Hundred and Fifty-Five Dollars (\$2,861,855)** for the period **from July 1, 2024 to June 30, 2025 (Y4), 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.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty One Million, Four Hundred Eighty Thousand, Four Hundred and Nine Dollars (\$31,480,409)** for the period **from July 1, 2021 to June 30, 2025 (Y1-Y4)**.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B-1, and is not available to Grantee without a revision to the Program Budgets of Appendix B-1 specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- c. Appendix A.** Appendix A, of the Aforesaid Agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-1, pp. 1-10, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- d. Appendix B.** Appendix B, Calculation of Charges, pp. 1-7 of the Aforesaid Agreement displays the original total amount of \$7,792,536.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1-7, which displays the budget as herein modified to \$28,618,554.

- e. Appendix F.** Appendix F, of the Aforesaid Agreement displays the Annual Site Chart.

Such section is hereby superseded in its entirety by Appendix F-1, Annual Site Chart, pp. 1-2, which displays the additional services to be provided under this Modification Agreement.

- f. 17.6 Entire agreement.** Section 17.6 is hereby replaced in its entirety to read as follows:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-1 Services to be Provided

Appendix B-1	Budget
Appendix C	Method of Payment
Appendix D	Interests in Other City Grants
Appendix E	Permitted Subgrantees
Appendix F-1	Site Chart
Appendix G	HIPPA Business Associate Addendum
Appendix H	Federal Award Information
Appendix I	Federal Requirement for Subrecipients
Appendix J	FEMA Emergency & Exigency Contracts Requirements

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.

DRAFT

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

GRANTEE:

HUMAN SERVICES AGENCY

MEALS ON WHEELS OF SAN FRANCISCO

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Date

By: _____
Date

Print Name: Ashley McCumber
Title: Executive Director
Address: 1375 Fairfax Street
City, State ZIP: San Francisco, CA 94124

Phone: (415) 269-1242

Federal Tax ID #: 94-1741155
City Vendor Number: 0000015426
DUNS Number: 071866057

Approved as to Form:

David K. Ries
City Attorney

By: _____
Deputy City Attorney

Date