CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS

SIXTH AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

HUNTERS POINT FAMILY

SIXTH AMENDMENT

This AMENDMENT of the <u>JULY 1, 2023</u> Grant Agreement (the "Agreement") is dated as of <u>SEPTEMBER 15, 2024</u> and is made in the City and County of San Francisco, State of California, by and between <u>HUNTERS POINT FAMILY</u> ("Grantee") and the <u>City and County of San Francisco</u>, a municipal corporation ("City") acting by and through <u>SAN FRANCISCO PUBLIC WORKS</u> ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through a request for proposals issued on March 27, 2023 through Sourcing Event ID: 0000007785 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 Public Works Commission approved Resolution 2024-0057 effective July 22, 2024; and

WHEREAS, the City and Grantee desire to modify the Agreement based on the terms and conditions set forth herein to extend the grant by NINE CALENDAR MONTHS, increase the overall budget by \$6,972,047.52, and incorporate into Appendix B: Budget Schedule; 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) Specific Terms. The term "Agreement" shall mean the Agreement dated May 31, 2023 between Grantee and City, as amended by the:

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First amendment dated July 18, 2023. Second amendment dated September 5, 2023. Third amendment dated December 20, 2023. Fourth amendment dated June 26, 2024. Fifth amendment dated July 30, 2024.

- **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 <u>Duration of Term</u>. The term of this Agreement shall commence on the Notice to Proceed date and expire September 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 amended to read as follows (changes in bold):

- 3.2 <u>Duration of Term</u>. The term of this Agreement shall commence on the Notice to Proceed date and expire **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 <u>Maximum Amount of Grant Funds</u>. In no event shall the amount of Grant Funds disbursed hereunder exceed <u>NINE MILLION TWO HUNDRED SIXTY-SIX</u> <u>THOUSAND FOUR HUNDRED THIRTY-ONE Dollars (\$9,266,431)</u>.

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

- 5.1 <u>Maximum Amount of Grant Funds</u>. In no event shall the amount of Grant Funds disbursed hereunder exceed <u>SIXTEEN MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-EIGHT Dollars and FIFTY-TWO CENTS (\$16,238,478.52).</u>
 - (c) Appendix B Definition of Grant Plan shall be amended as follows:

Grant Plan. Appendix B Grant Agreement Budget Detail for period beginning October 1, 2024, through June 30, 2025 is hereby added to the Agreement and attached to this Amendment as Attachment 1.

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

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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 | GRANTEE: |
|------------------------------------|----------------------------------|
| SAN FRANCISCO PUBLIC WORKS | HUNTERS POINT FAMILY |
| Recommended by: | Recommended by: |
| Carla Short | |
| Director of Public Works | Darice Jones Executive Director |
| | Federal Tax ID #: 94-3361252 |
| DiJaida Durden | City Supplier Number: 0000018607 |
| Deputy Director of Operations | |
| | |
| Approved as to Form: | |
| David Chiu | |
| City Attorney | |
| | |
| By: | |
| Yadira Taylor Deputy City Attorney | |
| Deputy City Attorney | |

Pit Stop Workforce Development - Hunters Point Family October 1, 2024 - June 30, 2025 (Budget)

NOTE: The Budget is subject to change at any point during the grant term at the City's discretion. This grant program is contingent upon approval and availability of funding.

| Direct Program Personnel Costs | | | | | | |
|--------------------------------------------------|-----|----|----------|----------------|----|-------------|
| Personnel | FTE | | Hourly | FTE % based on | Р | rogram Cost |
| Title of Position | | | Pay Rate | 40 hour week | | |
| | | | | | | |
| Pit Stop Monitors | | 71 | \$ 20.25 | 100% | \$ | 2,489,778 |
| Pit Stop Monitors Holiday Pay | | 71 | \$ 30.38 | 100% | \$ | 205,578 |
| Pit Stop Monitors (Graveyard) | | 10 | \$ 22.25 | 100% | \$ | 388,040 |
| Pit Stop Monitors Holiday Pay (Graveyard) | | 10 | \$ 33.38 | 100% | \$ | 32,040 |
| Site Supervisors | | 5 | \$ 28.84 | 100% | \$ | 251,485 |
| Site Supervisors Holiday Pay | | 5 | \$ 43.26 | 100% | \$ | 20,765 |
| Site Supervisors (Graveyard) | | 3 | \$ 30.90 | 100% | \$ | 161,669 |
| Site Supervisors Holiday Pay (Graveyard) | | 3 | \$ 46.35 | 100% | \$ | 13,349 |
| Lead Supervisors | | 3 | \$ 36.05 | 100% | \$ | 188,614 |
| Lead Supervisors Holiday Pay | | 3 | \$ 54.08 | 100% | \$ | 15,574 |
| Program Director | | 1 | \$ 49.17 | 100% | \$ | 100,749 |
| Operations Director | | 1 | \$ 43.91 | 100% | \$ | 89,972 |
| Chief Program Officer | | 1 | \$ 68.30 | 50% | \$ | 69,973 |
| Workforce Development Director | | 1 | \$ 61.80 | 30% | \$ | 37,988 |
| Human Resources Manager | | 1 | \$ 50.17 | 15% | \$ | 15,420 |
| Program Assistant | | 1 | \$ 29.87 | 100% | \$ | 61,204 |
| Pit Stop Monitors - As-Needed per City's request | | | | | \$ | 122,575 |
| Subtotal Personnel | | | | 1395% | \$ | 4,264,771 |
| | | | | % of Personnel | | |
| | | | | Costs | | |
| Fringe Benefits | | | | 40% | \$ | 1,690,129 |
| Direct Program Personnel Total | | | | | \$ | 5,954,900 |
| | | | | | | |
| Non-Personnel Program Costs | | | | | | |
| Professional Development & Training | | | | | | |
| Program Materials & Supplies | | | | | \$ | 83,500 |
| Equipment | | | | | | |
| Uniforms | | | | | \$ | 15,000 |
| Facilities & Occupancy | | | | | \$ | 9,250 |
| Transportation & Travel | | | | | | |
| Insurance | | | | | | |
| Human Resources | | | | | | |
| Stipends and Participant Incentives | | | | | | |
| Non-Personnel Program Costs Total | | | | | \$ | 107,750 |
| TOTAL DIRECT COSTS | | | | | \$ | 6,062,650 |

| Indirect Costs | % of Direct | | |
|-----------------------------|---------------------|--------|--------------|
| | | Costs | |
| Administrative and Overhead | Indirect cost @ 15% | 15% \$ | 909,398 |
| TOTAL REQUEST | | \$ | 6,972,047.52 |