

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

**SECOND 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**

**SECOND AMENDMENT**

**This AMENDMENT of the November 1, 2022 Grant Agreement** (the "Agreement") is dated as of July 1, 2025 **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 RFQ#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 and extend the duration; 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.**

(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.

**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.

*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, 2027**, 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.

- (a) **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).

**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.

*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 **SEVENTEEN MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED AND TWENTY-ONE Dollars (\$17,872,321).**

**SEVEN HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED AND EIGHTEEN Dollars (\$768,718)** 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.

**(b) Appendix B – Definition of Eligible Expenses** of the Grant Agreement currently reads as follow;

#### **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:

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)	12 Month Budget (7/01/2025- 6/30/2026)	12 Month Budget (7/01/2026- 6/30/2027)	CONTRACT BUDGET Total
Personnel	\$ 1,888,721	\$ 2,931,631	\$ 3,000,890	\$ 3,106,085	\$ 3,180,545	\$ 14,107,872
Operating Expense	\$ 122,940	\$ 229,191	\$ 234,144	\$ 285,000	\$ 291,928	\$ 1,163,202
Subtotal	\$ 2,011,661	\$ 3,160,822	\$ 3,235,033	\$ 3,391,085	\$ 3,472,473	\$ 15,271,074
Indirect Percentage Rate not to exceed 12%	12.00%	12.00%	12.00%	12.00%	12.00%	
Indirect Cost	\$ 241,399	\$ 379,299	\$ 388,204	\$ 406,930	\$ 416,697	\$ 1,832,529
<b>Total Expenditures</b>	<b>\$ 2,253,060</b>	<b>\$ 3,540,121</b>	<b>\$ 3,623,238</b>	<b>\$ 3,798,015</b>	<b>\$ 3,889,170</b>	<b>\$ 17,103,603</b>
<b>CONTINGENCY</b>				\$ 379,802	\$ 388,917	\$ 768,718
<b>NTE+CONTINGENCY</b>	<b>\$ 2,253,060</b>	<b>\$ 3,540,121</b>	<b>\$ 3,623,238</b>	<b>\$ 4,177,817</b>	<b>\$ 4,278,086</b>	<b>\$ 17,872,321</b>

**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**  
**ADULT PROBATION DEPARTMENT**

By: \_\_\_\_\_  
**Cristel Tullock**  
**Chief Adult Probation Officer**

**Approved as to Form:**

David Chiu  
City Attorney

By: \_\_\_\_\_  
Jana Clark  
Deputy City Attorney

**GRANTEE:**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

City Vendor Number: \_\_\_\_\_