

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**FIRST AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
SF NEW DEAL**

SMALL BUSINESS GRANT PAYMENT SUPPORT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **December, 2023**, in San Francisco, California, by and between **SF New Deal, a California Non-Profit Public Benefit Corporation** located at **60 29th Street, Unit 310 San Francisco, California 94110**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below);

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) 219, Program Area K- Small Business Grants Payment Administrative Support, issued on December 3, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **increase the contract amount, update standard contractual clauses, and update invoicing and payment instructions** on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

- a. Agreement.** The term “Agreement” shall mean that certain Agreement dated **April 1, 2023** between Grantee and City.
- b. 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 Agreement is hereby modified as follows:

- (a) Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION THREE HUNDRED SIXTY**

THOUSAND Dollars (**\$6,360,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,590,000** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$7,950,000.**”

Such section is hereby amended and restated in its entirety to read as follows:

“5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **EIGHT MILLION NINE HUNDRED SIXTY THOUSAND** Dollars (**\$8,960,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,039,999** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$9,999,999.**”

- (b) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,360,000.**

Such section is hereby superseded in its entirety by Appendix A-1, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

- (c) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

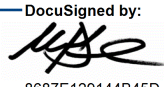
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **December 1, 2023**.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
By: 
8687E129144B45D...
Merrick Pascual
Merrick Pascual
Chief Financial Officer

GRANTEE:


By signing this Amendment, I certify on behalf of Grantee and not in my individual capacity that Grantee complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

SF NEW DEAL,
a **California** nonprofit public benefit corporation

DocuSigned by:
By: 
3D43593DCC16444...
Simon Bertrang
Name: Simon Bertrang
Title: Executive Director
Federal Tax ID Number: 85-0498939
City Supplier Number: 0000042775

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: 
B6537502D8EC420...
Mary Kamikihara
Mary Kamikihara
Deputy City Attorney

**Appendix A-1
Budget**

Budget Line Item	Description	Detail / Due Date	Budget Amount
Mini-Grant Program			\$8,070,000
Deliverable 1	Program Plan	4/1/2023	\$170,000.00
Deliverable 2	Report: 100 Checks Written	6/15/2025	\$50,000.00
Deliverable 3	Report: 200 Checks Written	6/15/2025	\$50,000.00
Deliverable 4	Report: 300 Checks Written	6/15/2025	\$50,000.00
Deliverable 5	Report: 400 Checks Written	6/15/2025	\$50,000.00
Deliverable 6	Q1 Quarterly Report FY24 (July - Sept 2023)	12/15/2023	\$130,000.00
Deliverable 7	Q2 Quarterly Report FY24 (Oct - Dec 2023)	1/15/2024	\$130,000.00
Deliverable 8	Revised Program Plan for Amendment 1	1/1/2024	\$130,000.00
Deliverable 9	Q3 Quarterly Report FY24 (Jan - Mar 2024)	4/15/2024	\$130,000.00
TOTAL BUDGET			\$8,960,000.00

Appendix C-1 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: owd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to owd.ap@sfgov.org on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
owd.ap@sfgov.org

Re: **SMALL BUSINESS GRANT PAYMENT**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2023**, between **SF NEW DEAL** (“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:

Month and Year for which funds are being requested: _____

Total Amount Requested in this Request: \$ _____

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: \$ **8,960,000**

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 hereof;

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

(e) The person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 17.14, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

SF NEW DEAL, a California Non-Profit Public Benefit Corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Budget Line Item	Description	Budget Amount
Mini-Grant Program		
Deliverable 1	Program Plan	
Deliverable 2	Report: 100 Checks Written	
Deliverable 3	Report: 200 Checks Written	
Deliverable 4	Report: 300 Checks Written	
Deliverable 5	Report: 400 Checks Written	
Deliverable 6	Q1 Quarterly Report FY24 (July - Sept 2023)	
Deliverable 7	Q2 Quarterly Report FY24 (Oct - Dec 2023)	
Deliverable 8	Revised Program Plan for Amendment 1	
Deliverable 9	Q3 Quarterly Report FY24 (Jan - Mar 2024)	
Total Amount Invoiced		

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**