

HUMAN RIGHTS COMMISSION

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**TRANSCANWORK
FISCAL SPONSOR FOR
PARIVAR BAY AREA
HRC-LG-007**

FIRST AMENDMENT

This AMENDMENT of the, **JANUARY 26, 2024 Grant Agreement** (the "Agreement") is dated retroactively as of **JANUARY 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **TRANSCANWORK** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **HUMAN RIGHTS COMMISSION** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through the Department's Request for Qualifications (RFQ) #85 – LGBTQI+ and Various Communities Grants issued May 31, 2023 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 term of the Agreement expired as of December 31, 2024, and

WHEREAS, City and Grantee, each by their conduct, continued their contractual relationship consistent with the Agreement; despite the passing of the expiration date, and

WHEREAS, City and Grantee desire to memorialize their continued contractual relationship by entering into this Amendment extending the same terms and conditions as the Agreement; and

WHEREAS, City and Grantee desire to modify the Grant Agreement on the terms and conditions set forth herein to extend the duration of the grant term, add funding for FY2024-2025, replace Appendix A with Appendix A-1, amend Appendix B with Appendix B-1, and amend Appendix C with Appendix C-1, in order for Grantee to continue providing capacity building and community programs; 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.**

(b) Section 3.2. ("Duration of Term")

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 **January 26, 2024**, and expire on **December 31, 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 Duration of Term. The term of this Agreement shall commence on as of January 26, 2024 and expire on **June 30, 2025**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligation under this Agreement until it receives written notice from City to proceed.

(c) 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 HUNDRED THOUSAND** Dollars (**\$300,000**).

*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 **FOUR HUNDRED AND FIFTY THOUSAND** Dollars (**\$450,000**).

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
HUMAN RIGHTS COMMISSION

GRANTEE:
TRANSCANWORK

By: _____
Mawuli Tugbenyoh
Executive Director

By: _____
Toni Newman
Director of Operations

Federal Tax ID #: 83-2251160

City Vendor Number: 59718

Approved as to Form:

David Chiu
City Attorney

By: _____
Brianna E. Voss
Deputy City Attorney

Appendix A--Definition of Eligible Expenses

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
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (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;
- (4) advertising and publicity costs;
- (5) program and event snacks, meals and beverages;
- (6) program related transportation expenses such as to travel for program meetings or professional development;
- (7) Fundraising expenses *ONLY IF* the program objective for the grant or subgrant is defined as fundraising and/or development capacity building.

Eligible Expenses shall specifically *exclude*:

- (1) personal costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities except as otherwise expressly stated in the preceding section titled “Eligible Costs”;
- (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) fines, fees, and penalties including but not limited to late charges, interest, violations of agreements, laws or regulations;

(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;

(6) the purchase of bottled water is prohibited unless there is a documented health and safety requirement that cannot be met by other means;

(7) the purchase of sugary beverages (e.g., soft drinks, sweetened teas, sweetened juices) including any non-alcoholic beverage with added caloric sweeteners. The ban does not apply to 100 percent natural fruit or vegetable juices, infant formula, medical-use beverages, or meal replacement beverages that contain proteins, carbohydrates, and multiple vitamins and minerals;

(8) alcoholic beverages and tobacco products;

(9) lobbying activities;

(10) any expenses not approved in the project budget or contract;

(11) expenses incurred outside of the active dates of the Agreement;

(12) unreasonable costs deemed excessive or not necessary for program objectives;

(13) expenses covered in the Department's "Policy on Allowable and Unallowable Grant Expenses."

Appendix B-1 --Definition of Grant Plan

The Scope of Work set forth in Appendix B – Definition of Grant Plan is replaced with the Scope of Work set forth below.

A. Grant Purpose and Overview

This Grant Plan reflects a time-limited extension of the existing HRC-funded program and is **materially the same** in scope, intent, and structure as the prior approved Grant Plan. The extension supports continued implementation of Parivar Bay Area's intersectional, issue-based advocacy, leadership development, and culturally grounded community programming serving transgender, gender non-conforming, intersex (TGNCI) individuals, with a specific focus on immigrant communities in San Francisco.

The program integrates advocacy, community outreach, and culturally competent events that center the lived experiences of immigrant TGNCI individuals, promote safety and wellness, and respond to ongoing anti-trans rhetoric through public education and visibility.

B. Program Period

January 2025 – June 2025

C. Programmatic Focus Areas

The extended grant period continues work across two core programmatic areas:

1. **Transgender Intersectional Issue-Based Advocacy & Community Outreach**
2. **Intersectional Community Events and Cultural Celebrations**

These focus areas remain unchanged from the original Grant Plan and are implemented using the same delivery model, staffing structure, and community partnerships.

D. Proposed Activities

During the extension period, Parivar Bay Area will support **up to twelve (12) community-based and culturally specific events** across San Francisco. Activities include:

- **Community-based events** that showcase the diversity of the TGNCI community, including racial, cultural, historical, and national backgrounds. Events are held in accessible locations throughout San Francisco and include food to encourage participation and community building.
- **Cultural celebration events** centering the immigrant TGNCI diaspora during key LGBTQIA+ observances such as Transgender Day of Visibility (TDOV), Pride Month (June), and related milestones. These events promote unity, visibility, safety, and collective wellness across intersecting identities.

- **Cultural competency trainings and focus groups** that reflect the diversity within the transgender community and elevate community-informed perspectives on policy, services, and lived experience.
- **Issue-based advocacy and public education**, including the release of press statements and public service announcements that advance TGNCI rights and counter harmful narratives. Advocacy activities are integrated with programming to ensure a cohesive approach to storytelling, leadership development, and community resilience.

All services and activities funded under this Grant Plan are provided within the City and County of San Francisco.

E. Staffing and Roles

The staffing structure remains consistent with the prior Grant Plan and supports effective program delivery, oversight, and accountability:

- **Community Outreach and Project Manager** – Leads outreach efforts, coordinates and manages cultural and community events, and serves as a primary point of contact for community engagement.
- **Communications Coordinator** – Supports outreach and visibility through social media, event promotion, and community communications in coordination with program staff.
- **Co-Executive Director (Sengun)** – Provides program supervision, strategic consultation, and leadership support.
- **Co-Executive Director (Arun)** – Oversees program implementation, manages day-to-day operations, and fulfills reporting and grant compliance requirements.

F. Budget Summary

Grant funds will be expended in accordance with the approved Budget and remain aligned with eligible expense categories. The extension budget supports the following cost areas:

- **Personnel Costs:** Salaries supporting outreach, communications, program oversight, and grant administration.
- **Programmatic & Event Expenses:** Costs associated with community and cultural events, including venue, supplies, and logistics.
- **Fiscal Sponsor Fee:** Support costs such as accounting, administrative support, and general operations, not to exceed fifteen percent (15%) of the total grant allocation.

Total Extension Budget: \$150,000

G. Expected Outcomes

Through this extension, Parivar Bay Area will:

- Sustain culturally competent programming and advocacy for immigrant TGNCI communities.
- Increase community connection, visibility, and participation through accessible events.
- Strengthen leadership development and collective resilience within marginalized communities.
- Continue coordinated advocacy efforts that amplify TGNCI voices and promote equity and safety.

H. Continuity and Material Consistency

This Grant Plan extension does not materially alter the nature, scope, or intent of the originally approved Grant Plan. It represents a continuation of approved activities, staffing, and outcomes to allow for completion and sustained impact of the program during the January–June 2025 period.