

**|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
CHARITY CULTURAL SERVICES CENTER
SF SHINES DESIGN SERVICES**

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **April 2023**, in San Francisco, California, by and between **CHARITY CULTURAL SERVICES CENTER, a California Non-Profit Public Benefit Corporation** located at **731-747 Commercial Street, San Francisco, California, 94108**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Agency (as hereinafter defined),

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 G: SF Shines Design Services, 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, update invoicing and payment instructions** on the terms and conditions set forth herein.

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 **July 1, 2021** 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:

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **ONE HUNDRED THOUSAND Dollars (\$100,000)** 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 **\$25,000** 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 **\$125,000.**”

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

“Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **TWO HUNDRED SIXTY-FIVE THOUSAND Dollars (\$265,000)** 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 **\$66,250** 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 **\$331,250.**”

- (b) **10.1 Types and Amounts of Coverage.**
 - (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.
- (c) **Section 16.20 Contractor Vaccination Policy.** Section 16.20 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as “Reserved”.

- (d) **Section 16.21 Compliance with Other Laws.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

“16.21 Compliance with Other Laws. 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 laws and regulations. Grantee agrees to maintain its good standing as a nonprofit corporation at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee’s continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General’s Registry of Charitable Trusts, or any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subgrantees/subrecipients to perform the agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.”

- (e) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$100,000**.

Such section is hereby amended to add Appendix A-1, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (f) **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 **April 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: *Kate Sofis*
F98E00C52682407...
Kate Sofis
Kate Sofis
Executive Director

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.

**CHARITY CULTURAL SERVICES
CENTER**, a **California** nonprofit public benefit corporation

DocuSigned by:
By: *Ashley Cheng*
9101DAB52B434AA...
Ashley Cheng
Name: Ashley Cheng

Title: Executive Director
Federal Tax ID Number: 94-2922453
City Supplier Number: 0000023054

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: *Vince Brown*
5D88F562E4274BB...
Vince Brown
Vincent L. Brown
Deputy City Attorney

**Appendix A-1
Budget**

Budget Line Item	Description	Detail	Amount
Staff Salary 1	Ashley Cheng/Executive Director	6% FTE	\$14,000.00
Staff Salary 2	Phyu Ang/Program Analyst	5% FTE	\$15,000.00
Staff Salary 3	Linh Ngoc/Accountant	5% FTE	\$8,000.00
Fringe benefits	20% of total staff salary	20%	\$7,400.00
Indirect Cost Rate	14% of direct costs	14%	\$6,215.00
Consultant/Contractor 1	ARCUS Architecture and Planning		\$114,385.00
TOTAL BUDGET			\$165,000.00

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
oe wd.ap@sfgov.org

Re: **SF Shines Design Services - 1st Amendment**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2023**, between **CHARITY CULTURAL SERVICES CENTER** (“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: \$ **265,000.00**

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.

CHARITY CULTURAL SERVICES CENTER, 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	Amount
Staff Salary 1	Ashley Cheng/Executive Director	
Staff Salary 2	Phyu Ang/Program Analyst	
Staff Salary 3	Linh Ngoc/Accountant	
Fringe benefits	20% of total staff salary	
Indirect Cost Rate	14% of direct costs	
Consultant/Contractor 1	Sam Kwong, ARCUS Architecture	
	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.**