

CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY

SECOND AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

MEALS ON WHEELS OF SAN FRANCISCO
Grant #1000022185

This **AMENDMENT** of the, August 1, 2021 Grant Agreement (the "Agreement") is dated as of _____, 2023 and is made in the City and County of San Francisco, State of California, by and between MEALS ON WHEELS OF SAN FRANCISCO, 1375 FAIRFAX STREET, SAN FRANCISCO, CA 94124 ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Proposal (RFP) #920 issued in March 2021 and this modification is consistent therewith; and,

WHEREAS, the City's Board of Supervisors] approved this Agreement by [INSERT RESOLUTION NUMBER] on [INSERT DATE OF COMMISSION OR BOARD ACTION]; 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, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the grant amount and update standard grant clauses; and,

WHEREAS, the City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to provide grant funding for infrastructure, equipment, and vehicle purchases (Purchases) to support the California Department of Aging "Home and Community Based Services (HCBS) program"; and,

WHEREAS, the City and the HCBS program intend for Grantee to own and/or retain title to all Purchases during and after expiration of the Grant Agreement; 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. **Agreement.** The term “Agreement” shall mean the Agreement dated August 1, 2021 between Grantee and City.

First amendment, dated April 1, 2022.

2. **Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

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

The amount of the Grant Funds disbursed hereunder shall not exceed **Twenty Eight Million, Six Hundred Eighteen Thousand, Five Hundred and Fifty Four Dollars (\$28,618,554) for the period from July 1, 2021 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Two Million, Eight Hundred Sixty One Thousand, Eight Hundred and Fifty-Five Dollars (\$2,861,855) for the period from July 1, 2024 to June 30, 2025 (Y4), 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.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty One Million, Four Hundred Eighty Thousand, Four Hundred and Nine Dollars (\$31,480,409) for the period from July 1, 2021 to June 30, 2025 (Y1-Y4).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B-1, and is not available to Grantee without a revision to the Program Budgets of Appendix B-1 specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Thirty-Two Million, Four Hundred Twelve Thousand, Five Hundred and Eight Dollars (\$32,412,508) for the period from July 1, 2021 to June 30, 2025, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to Three Million, Two Hundred Forty-One Thousand, Two Hundred and Fifty-One Dollars (\$3,241,251) for the period from July 1, 2024 to June 30, 2025 (Y4), 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.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Thirty-Five Million, Six Hundred Fifty-Three Thousand, Seven Hundred and Fifty-Nine Dollars (\$35,653,759)** for the period **from July 1, 2021 to June 30, 2025 (Y1-Y4).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B-2, and is not available to Grantee without a revision to the Program Budgets of Appendix B-2 specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

These additional funds may be used by Grantee for infrastructure, equipment, and vehicle purchases (Purchases) to support the California Department of Aging “Home and Community Based Services (HCBS) program.” The City and the HCBS program intend for Grantee to own and/or retain title to all Purchases during and after expiration of the Grant Agreement.

- b. **Appendix A.** Appendix A-1, of the aforesaid agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix A-2, pp. 1-12, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- c. **Appendix B.** Appendix B-1, Calculation of Charges, pp. 1-6 of the Aforesaid Agreement displays the original total amount of \$28,618,554.

Such section is hereby superseded in its entirety by Appendix B-1, Calculation of Charges, pp. 1-9, which displays the budget as herein modified to \$32,412,508.

- d. **Appendix F.** Appendix F-1, of the Aforesaid Agreement displays the Annual Site Chart.

Such section is hereby superseded in its entirety by Appendix F-2, Annual Site Chart, pp. 1-4, which displays site locations, operating time and deliverables in this Modification Agreement.

- e. **17.6. Entire agreement.** Section 17.6 is hereby replaced in its entirety to read as follows:

17.6. Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-2 Services to be Provided

Appendix B-2	Budget
Appendix C	Method of Payment
Appendix D	Interests in Other City Grants
Appendix E	Permitted Subgrantees
Appendix F-2	Site Chart
Appendix G	HIPPA Business Associate Addendum
Appendix H-1	Federal Award Information
Appendix I	Federal Requirements for Subrecipients
Appendix J	FEMA Emergency & Exigency Contracts Requirements

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 SERVICES AGENCY

GRANTEE:

MEALS ON WHEELS OF SAN FRANCISCO

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Date

By: _____
Date

Print Name: Ashley McCumber
Title: Executive Director
Address: 1375 Fairfax Street
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Email: amccumber@mowsf.org
Federal Tax ID #: 94-1741155
City Vendor Number: 0000015426
DUNS Number: 071866057

Approved as to Form:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Date