



**Carla Short, Director** | Director's Office

carla.short@sfdpw.org | T. 628.271.3078 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

## NOTICE OF AMENDMENT

Date: January 11, 2024

Grantee: Hunters Point Family  
150 Executive Park Blvd., #3500  
San Francisco, CA 94134

Contract ID: 1000029167

Supplier ID: 0000018607

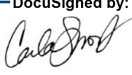
Grant Program: Pit Stop Workforce Development Grant

Amendment #3: Increase Grant Budget by \$37,741, updates to: Appendix A – Definition of Eligible Expenses, Appendix B – Grant Agreement Budget Detail, and Appendix C – Invoice Instructions

Grant Amount: \$8,766,431.00

Grant Term: July 1, 2023 – June 30, 2024

Purchase Order No: 0000738131

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1/16/2024 | 9:54:43 AM PST

Carla Short  
Director of Public Works

Ec: Warren Hill, Public Works  
Darice Jones, Hunters Point Family

Attachments: Amendment #3 Agreement (executed)

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS**

**THIRD AMENDMENT TO GRANT AGREEMENT**

*BETWEEN*

CITY AND COUNTY OF  
SAN FRANCISCO

*AND*

**HUNTERS POINT FAMILY**

**THIRD AMENDMENT**

This AMENDMENT of the **July 1, 2023 Grant Agreement** (the "Agreement") is dated as of **December 20, 2023** and is made in the City and County of San Francisco, State of California, by and between **HUNTERS POINT FAMILY** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **SAN FRANCISCO PUBLIC WORKS** ("Department").

RECITALS

**WHEREAS**, the Agreement was competitively procured as required through a request for proposals issued on March 27, 2023 through Sourcing Event ID: 0000007785 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 City and Grantee desire to modify the Agreement based on the terms and conditions set forth herein to increase the overall budget by \$37,741.00, update Appendix A: Definition of Eligible Expenses, Appendix B: Budget Schedule and Appendix C: Invoice Instructions; 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) Specific Terms.** The term "Agreement" shall mean the Agreement dated May 31, 2023 between Grantee and City, as amended by the:

**First amendment dated July 18, 2023.**

**Second amendment dated September 5, 2023.**

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

(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 EIGHT MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND SIX HUNDRED NINETY Dollars (\$8,728,690).

*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 **EIGHT MILLION SEVEN HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED THIRTY-ONE Dollars (\$8,766,431)**.

(b) **Appendix A** ("Definition of Eligible Expenses") of the Grant Agreement shall be amended as follows:

**Definition of Eligible Expenses. Appendix A Definition of Eligible Expenses is hereby fully replaced within the Agreement as Appendix A Definition of Eligible Expenses v.2 and attached to this Amendment as Attachment 1.**

(c) **Appendix B** Definition of Grant Plan shall be amended as follows:

**Grant Plan. Appendix B Grant Agreement Budget Detail for period beginning July 1, 2023, through June 30, 2024 v.2, is hereby fully replaced within the Agreement as July 1, 2023, through June 30, 2024 v.3 and attached to this Amendment as Attachment 2.**

(d) **Appendix C** Invoice Instructions shall be amended as follows:

**Invoice Instructions. Appendix C Invoice Instructions is hereby fully replaced within the Agreement as Appendix C Invoice Instructions v.2 and attached to this Amendment as Attachment 3.**

**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.

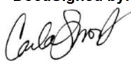
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

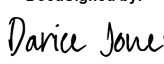
**CITY**  
**SAN FRANCISCO PUBLIC WORKS**

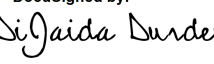
**GRANTEE:**  
**HUNTERS POINT FAMILY**

Recommended by:

Recommended by:

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**Carla Short**  
Director of Public Works

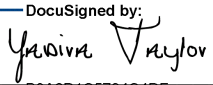
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**Darice Jones**  
Executive Director

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1/9/2024 | 8:50:20 AM PST  
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**DiJaida Durden**  
Deputy Director of Operations

Federal Tax ID #: 94-3361252  
City Supplier Number: 0000018607

**Approved as to Form:**

David Chiu  
City Attorney

By:   
1/9/2024 | 2:42:02 PM PST  
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**Yadira Taylor**  
Deputy City Attorney

### Appendix A – Definition of Eligible Expenses v.2

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) expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

\$842,570 advance of Grant Funds shall be provided to the Grantee upon execution of agreement for mobilization. Advances paid to the grantee shall be credited to Public Works against the grantee-incurred expenses in six (6) equal installments over the subsequent months’ invoices, about \$140,428 per monthly invoice;

Should the grant agreement be terminated, repayment of the remaining amount owed on the advance must be made to Public Works within 15 days of termination.

- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees; operating (as opposed to capital) expenses;
- (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*:

- (e) Personnel: Net salaries and wages for direct program staff providing services to the grant program, managers who supervise direct program staff, executive and clerical staff, limited to only the time allocated to the program; salaries for youth workers and workforce development participants; increased pay rates for holidays or night shift; overtime (which requires advance approval by Public Works);
- (f) Fringe benefits: FICA and SUI, health and medical benefits including Employer Spending Requirements for the Health Care Security Ordinance unless exempt); retirement benefits, holiday time off pay, paid time off earned during the grant window;
- (g) Professional Development & Training: Costs associated with staff retreats, staff meetings, staff conferences, and conference registration fees aimed to build capacity for the program;
- (h) Program Materials and Supplies: Program supplies that are consistent with the type of services provided by the program; office supplies used by staff in the operation of program;
- (i) Equipment: Equipment purchase, lease and maintenance costs that directly benefit program participants such as computers, printers, furniture, tools. Costs above a certain amount may require approval before purchase; office equipment rental; purchase of vehicle or other equipment over \$1,000 for direct use by the funded program with prior approval of Public Works;
- (j) Maintenance: Building maintenance; office equipment maintenance; vehicle maintenance and repairs; janitorial service;
- (k) Facilities and Occupancy: Rent and utilities for program space, including costs associated with rental of non-primary space to be used to run a program (one-time meeting or event space rental

## Attachment 1

for short-term trainings/workshops); cost recovery in lieu of rent for programs housed in property owned by grantee (only with written approval from Public Works);

- (l) Transportation and Travel: Costs associated with mileage, vehicle rental, gas reimbursement, parking fees, bridge tolls Clipper card, MUNI tokens, etc. used for the program and field work;
- (m) Communications: Communications costs used for the program including postage, telephone, internet, and cell phones for programmatic purposes; outreach materials (design and printing);
- (n) Insurance: Costs associated with maintaining required insurance policies such as commercial general liability, automobile, and workers compensation, as required by Public Works. Costs should be consistent with the agency's cost allocation plan;
- (o) Human Resources: Job posting and staff finger printing;
- (p) Stipends and Participant Incentives: Stipends for youth up to \$599; fees paid to AmeriCorps staff; participant incentives to youth for completing a program or activity, such as gift cards

Eligible Expenses shall specifically *exclude*:

- (a) Personnel: Bonuses paid to staff, payments to staff that are on leave, severance payments to former staff, stipends for adult or youth workers under \$600 (this may be allowed under Stipends), administrative staff not providing direct program service or supervision of program staff (this would go under Indirect); paid time off (this should already be paid at an accrual rate under Fringe); overtime (unless advance approval attained from Public Works);
- (b) Fringe Benefits: vacation, sick, taxes or other withholdings for periods before and after the grant term;
- (c) Professional Development and Training: Out-of-town conference transportation, lodging, food or per diem for staff, unless explicitly outlined in prior written approval from Public Works;
- (d) Program Materials and Supplies: Supplies not used in direct operation of the funded program;
- (e) Equipment: Items not for primary and direct use for the program, cost of purchasing a vehicle without prior approval;
- (f) Maintenance: Depreciation of building and equipment, property taxes;
- (g) Facilities and Occupancy: Security deposits, costs for loans against owned property, acquisition of real property (excluding leases for a 10-year term or less);
- (h) Transportation and Travel: Out of town travel to conferences or trainings for staff, unless explicitly outlined in prior written approval from Public Works. Parking/moving violations, tickets, and penalties for infractions of any laws, or towing charges;
- (i) Stipends and Participant Incentives: Stipends of \$600 or greater. Participants receiving this amount should be paid as hourly staff. Public Works may make an exception to this policy in cases of program participants engaged in purely educational or training activities. Contact your Program Manager to request a waiver of this policy. Stipends or incentives for adults older than 24 years old;
- (j) Admin and Overhead: Fiscal sponsor fees;
- (k) Bank fees for administration costs; bank, credit card, or utility penalties, late charges or interest on any late payments
- (l) Capital expenses;
- (m) Food and beverages;
- (n) 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

Pit Stop Workforce Development - Hunters Point Family				
July 1, 2023 - June 30, 2024 v.3				
Direct Program Personnel Costs				
Personnel Title of Position	# of Staff in the Position	Hourly Pay Rate	FTE % based on 40 hour week	Program Cost
Pit Stop Monitors	63	\$ 18.93	100%	\$ 2,375,639
Pit Stop Monitors Holiday Pay	63	\$ 28.40	100%	\$ 171,733
Pit Stop Monitors (Graveyard)	41	\$ 20.93	100%	\$ 1,688,549
Pit Stop Monitors Holiday Pay (Graveyard)	41	\$ 31.40	100%	\$ 122,064
Site Supervisors	5	\$ 28.00	100%	\$ 278,880
Site Supervisors Holiday Pay	5	\$ 42.00	100%	\$ 20,160
Site Supervisors (Graveyard)	3	\$ 30.00	100%	\$ 179,280
Site Supervisors Holiday Pay (Graveyard)	3	\$ 45.00	100%	\$ 12,960
Lead Supervisors	3	\$ 35.00	100%	\$ 209,160
Lead Supervisors Holiday Pay	3	\$ 52.50	100%	\$ 15,120
Program Director	1	\$ 47.74	100%	\$ 99,300
Operations Director	1	\$ 43.26	100%	\$ 89,981
Executive Director	1	\$ 86.66	0%	\$ -
Chief Program Officer	1	\$ 66.31	25%	\$ 34,481
Chief Financial Officer	1	\$ 69.71	0%	\$ -
Human Resources Manager	1	\$ 48.71	20%	\$ 20,263
Program Assistant	1	\$ 29.00	100%	\$ 60,320
Case Manager I	1	\$ 26.00	33%	\$ 17,846
<b>Subtotal Personnel</b>			<b>1345%</b>	<b>\$ 5,377,890</b>
			<b>% of Personnel Costs</b>	
<b>Fringe Benefits</b>			40%	\$ 2,131,258
<b>Direct Program Personnel Total</b>				<b>\$ 7,509,148</b>
Non-Personnel Program Costs				
Professional Development & Training				
Program Materials & Supplies				\$ 86,335
Equipment				
Uniforms				\$ 20,000
Facilities & Occupancy				\$ 7,500
Transportation & Travel				
Insurance				
Human Resources				
Stipends and Participant Incentives				
<b>Non-Personnel Program Costs Total</b>				<b>\$ 113,835</b>
<b>TOTAL DIRECT COSTS</b>				<b>\$ 7,622,983</b>
Indirect Costs			% of Direct Costs	
<b>Administrative and Overhead</b>	63.34% of the agency indirect cost pool.		15%	\$ 1,143,447
<b>TOTAL REQUEST</b>				<b>\$ 8,766,431</b>

## Appendix C - Invoice Instructions v. 2

### Attachment 3

**Step 1:** In accordance with Article 5: Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for eligible actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5.1 Maximum Amount of Grant Funds of the Agreement. Budget line revisions must follow procedures set forth in Doing Business with Public Works Section V: Budget Revision Requests and be updated on the invoice template prior to submission of the next invoice.

**Step 2:** Invoice package shall be submitted within fifteen (15) days after the month expenses are incurred. Failure to comply with deadlines may result in termination of the agreement.

The invoice package should include:

- a. Invoice template specified in Doing Business With Public Works Appendix A: Invoice Template (and included in Notice to Proceed email) on grantee's letterhead with invoice number and invoice date and signed by the Grantee's Director;
  - Invoice submission for an Advance payment, if applicable, does not need to be on Invoice Template. The request should be on grantee letterhead and including the following:
    - i. invoice number
    - ii. invoice date
    - iii. invoice amount
    - iv. PO #
    - v. Contract #
    - vi. Description says "Advance Payment for [insert Grant Program]
- b. Grant Agreement Appendix C - Form of Funding Request signed by the Grantee's Director; and
- c. Supporting documentation, which includes but not limited to:
  - List of eligible reimbursable expenses with payee and amount;
  - Itemized receipts or invoices;
  - proof of payment, such as itemized invoices showing zero balances or invoices with cancelled check or debit/credit card statement;
  - Payroll reports.
  - For Advances, if applicable, no supporting documentation is required.
- d. Programmatic deliverables required for this pay period, such as monthly data reports on service and workforce development outcomes.

Submit invoice with supporting documentation electronically via email to **dpw-payables@sfdpw.org** and **copy the responsible Program Manager**. Email subject line must start with "Invoice Submission" and include the Grant Project Title and Performing Period (month and year).

Monthly programmatic or data reporting may be required and reviewed by the Program Manager before they approve the payment.

**Step 3.** Invoices shall include eligible actual costs incurred during the month.

- a. Invoice must include the total dollar amount claimed for the month.



- b. Invoice using template specified in Appendix A must provide following details:
- Budgeted amount (per approved grant budget or modification)
  - Expenses for invoice performing period
  - Expenses year-to-date
  - Remaining balance
  - Submit the final invoice, in accordance with the grant term, within 45 days after the month of expenses are incurred.
  - Advance payment and subsequent prepayment(s) in accordance with Appendix A of the Grant Agreement must be reflected in the invoice.

**Step 4.** Payment will be authorized no later than 30 days after the invoice with full supporting is verified, accepted, and approved by San Francisco Public Works.

**Step 5.** Grantee is highly encouraged to sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments visit:

<http://www.sfgov.org/ach>

#### **Close Out**

Grantee shall submit a final cost reimbursement invoice which reconciles all charges for the program term. This closeout must be submitted within 45 days after the contract term ends. Any expenses submitted after this deadline will not be paid. Grantee must prepare and submit any reports required in the agreement.

#### **Acquisition and Disposition of Nonexpendable Property**

A. Grantee shall have the right to possession of 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 (unless prohibited by the source) provided under this Agreement, 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.