

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**FIRST AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO**

THIS AMENDMENT of the **May 1, 2020** Grant Agreement (the "Agreement") is dated as of **May 1, 2021** and is made in the City and County of San Francisco, State of California, by and between **ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Qualifications (RFQ) #130 issued on June 29, 2020 and this modification is consistent therewith; and

WHEREAS, the Department procured these services pursuant to the Local Emergency declared by Mayor London Breed dated February 25, 2020, and the subsequent supplemental orders;

WHEREAS, the City's Board of Supervisors approved this Agreement under San Francisco Charter Section 9.118 by Resolution <insert Resolution number> on <Month Date, Year> to <insert appropriate text: extend the grant term by <number of years> years and increase the grant amount to approve the <insert amendment number> amendment>; 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 **May 1, 2020** between Grantee and City.

- (b) “Subgrantee” shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee’s obligations arising from this Agreement.

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

2.1 ARTICLE 3 TERM of the Agreement currently reads as follows:

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **May 1, 2020** and expire on **June 30, 2021**, 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 deleted and replaced in its entirety to read as follows:

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **May 1, 2020** and expire on **June 30, 2025**, 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.

2.2 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Dollars (\$9,999,999)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Six Hundred Fifty**

Four Thousand Eight Hundred Ninety Dollars (\$1,654,890) is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- 5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.
- 5.3 Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:
- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
 - (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must 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 www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately

provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

Grant Terms. The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. Additionally, City make seek reimbursement from the Federal Emergency Management Agency (FEMA) for a portion, or all of the costs, paid under this Agreement. As a condition of receiving these funds, Grantee shall comply the FEMA terms set forth in Appendix F, FEMA Emergency & Exigency Grants Requirements.

Such section is hereby deleted and replaced in its entirety to read as follows:

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Forty Million Thirty Eight Thousand Five Hundred Seventy Three Dollars (\$40,038,573)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Three Million Four Hundred Thirty Nine Thousand Seven Hundred Forty Three Dollars (\$3,439,743)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendices A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in

accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must 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 www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

Additionally, City make seek reimbursement from the Federal Emergency Management Agency (FEMA) for a portion, or all of the costs, paid under this Agreement. As a condition of receiving these funds, Grantee shall comply the FEMA terms set forth in Appendix F, FEMA Emergency & Exigency Grants Requirements.

- 2.3 Section 17.6 Entire Agreement** of the Agreement is hereby deleted and replaced with the following:

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, Services to be Provided
Appendix A-1, Services to be Provided (May 1, 2021)
Appendix B, Budget (May 1, 2021)
Appendix C, Method of Payment (May 1, 2021)
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Emergency & Exigency Grants Requirements

- 2.4 Appendix A-1, Services to be Provided** (dated May 1, 2021), for the period of July 1, 2021 to June 30, 2025 is hereby added in its entirety as an appendix to this Agreement.
- 2.5 Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated May 1, 2021), for the period of May 1, 2020 to June 30, 2025.
- 2.6 Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated May 1, 2021).
- 2.7 Appendix D, Interest in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interest in Other City Grants** (dated May 1, 2021).
- 2.8 Appendix E, Permitted Subgrantees**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Permitted Subgrantees** (dated May 1, 2021).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**ST. VINCENT DE PAUL SOCIETY OF
SAN FRANCISCO**

By: _____
Shireen McSpadden
Director

By: _____
Shari Wooldridge
Executive Director
City Supplier Number: 0000010571

Approved as to Form:

By: _____
Virginia Dario Elizondo
Deputy City Attorney