

**CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY**

SECOND AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND
GLIDE FOUNDATION
Grant ID: 1000022128

This **AMENDMENT** of the **JULY 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 **Glide Foundation, 330 Ellis Street, San Francisco, CA 94102** ("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 Proposals (RFP) #907 which was competitively bid in January 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]**;

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 revise the Scope of Services** 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 **July 1, 2021** between Grantee and City.
 - b. First amendment, dated May 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 **Seven Million, One Hundred Fifty-Two Thousand, Nine Hundred Forty Dollars (\$7,152,940)** 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 **Seven Hundred Fifteen Thousand, Two Hundred Ninety-Four Dollars (\$715,294)** for the period from **July 1, 2021 to June 30, 2025, 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 **Seven Million, Eight Hundred Sixty-Eight Thousand, Two Hundred Thirty-Four Dollars (\$7,868,234)** for the period **July 1, 2021 to June 30, 2025.**

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.

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Ten Million, Nine Hundred Fifty-Nine Thousand, Four Hundred Thirty-Nine Dollars, (\$10,959,439)** 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 **One Million, Ninety-Five Thousand, Nine Hundred Forty-Four Dollars (\$1,095,944)** for the period from **July 1, 2021 to June 30, 2025, 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 **Twelve Million, Fifty-Five Thousand, Three Hundred Eighty-Three Dollars (\$12,055,383)** for the period from **July 1, 2021 to June 30, 2025.**

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-3, and is not available to Grantee without a revision to the Program Budgets of Appendix B-3 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.

- (c) **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. 1-6, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (d) **Appendix B.** Appendix B-2, Calculation of Charges, pp. 1-4, of the Aforesaid Agreement displays the original total amount of **\$7,152,940**.

Such section is hereby superseded in its entirety by Appendix B-3, Calculation of Charges, pp. 1-4, which displays the budget as herein modified to **\$10,959,439**.

- (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-3, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, FEMA Emergency & Exigency Contracts Requirements
Appendix G, Federal Requirements for Subrecipients
Appendix H, HIPAA Business Associate Addendum

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:
SAN FRANCISCO-MARIN FOOD BANK

By: _____
Trent Rhorer
Executive Director
Human Services Agency

By: _____
Name: Erby Foster
Title: Chief Financial & Operating Officer

Approved as to Form:

Phone: 415-674-6082
Email: efoster@glide.org

David Chiu
City Attorney

Federal Tax ID #: 94-1156481
City Supplier ID: 0000019495
DUNS Number: 074672916

By: _____
Louise S. Simpson
Deputy City Attorney