

**AMENDMENT TO GRANT AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
SAN FRANCISCO CAMPUS
111715-18**

This Amendment to Grant Agreement ("Amendment") is made on January 1, 2021 by and between the City and County of San Francisco, a municipal corporation ("City"), acting by and through the Mayor's Office of Housing and Community Development or Office of Economic and Workforce Development ("MOHCD/OEWD") and The Regents of the University of California, on behalf of its San Francisco campus. ("Grantee").

The parties have previously entered into a Grant Agreement dated as of July 1, 2018 ("Grant Agreement"). Pursuant to the Grant Agreement, the City agreed to grant to Grantee a total of \$300,000.00 in grant funds (the "Grant Funds") in return for certain promises and agreements by Grantee set forth therein.

Now, therefore for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Increase in Grant Funds**: The Grant Funds are hereby increased by \$78,000.00, increasing the total grant to \$378,000.00. The Grantee shall use the increase for fulfilling all the provisions of the Work Plan in accordance with the Project Budget and for no other purpose.
2. **Project Budget**: The Budget attached to the Grant Agreement is hereby deleted in its entirety and replaced with Schedule 1 attached hereto.
3. **Work Plan**: The Work Plan attached to the Grant Agreement is hereby deleted in its entirety and replaced with Appendix A attached hereto.
4. **Sugar-Sweetened Beverage Prohibition**: Grantee agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
5. **Health Care Accountability Ordinance**: Grantee shall comply with San Francisco Administrative Code Chapter 12Q. Grantee shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Grantee is subject to the enforcement and penalty provisions in Chapter 12Q.
6. **Public Access to Nonprofit Records and Meetings**: If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.
7. **Section 18.29 - Payment Card Industry ("PCI") Requirements**: Grantees providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:
 - a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Grantee whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.
 - b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Grantee shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.
 - c. For any Grantee that processes PIN Debit Cards, payment card devices supplied by Grantee shall be validated against the PCI Council PIN Transaction Security (PTS) program.

- d. For items (a) to (c) above, Grantee shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.
 - e. Grantee shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.
 - f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.
- 8. Miscellaneous:** Except as expressly modified herein, the terms, covenants and conditions of the Grant Agreement shall remain in full force and effect. This Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Grant Agreement. The City and Grantee hereby ratify and confirm all of the provisions of the Grant Agreement as amended by this Amendment.

In witness whereof, the parties have executed this Amendment as of the date first written above.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

GRANTEE/CORPORATION:
The Regents of the University of California, on behalf
of its San Francisco campus, a California nonprofit
public benefit corporation

BY: _____
LONDON N. BREED, MAYOR

BY: _____
Print Name:
Title:

(If the person signing is NOT the Board President/
Chair or other officer authorized to execute legal
instruments under Grantee's Bylaws, Grantee
must provide City with a corporate resolution
pursuant to Section 19.07)

BY: _____
ERIC D. SHAW, Director
Mayor's Office Of Housing And Community
Development

OR

BY: _____
JOAQUIN TORRES, Director
Office of Economic and Workforce Development

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

BY: _____
Deputy City Attorney

