

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF CHILDREN, YOUTH,  
AND THEIR FAMILIES  
1390 MARKET STREET, SUITE 900  
SAN FRANCISCO, CA 94102 .

Modification No. 1

This Modification is made this JULY 1, 2014, in the City and County of San Francisco, State of California, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereinafter referred to as "City", acting by and through the Department of Children, Youth, and Their Families, hereinafter referred to as "DCYF", and YMCA-URBAN SERVICES, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, City and Grantee have entered into the Agreement THE TRUANCY ASSESSMENT AND RESOURCE CENTER IS A ONE-STOP TRUANCY INTERVENTION SERVICE PROVIDER. TARC STAFF PROVIDE INFORMATION AND REFERRALS, CASE MANAGEMENT SERVICES AND EDUCATIONAL ADVOCACY TO STUDENTS. ADDITIONAL TARC SERVICES INCLUDE GENDER SPECIFIC GROUPS, PARENT EMPOWERMENT WORKSHOPS, COMMUNITY COLLABORATION EVENTS, EVENTS AT SCHOOL SITES AND COMMUNITY OUTREACH. PROGRAM HOURS ARE MONDAY-FRIDAY 9AM-5PM. TARGET POPULATION ARE MIDDLE AND HIGH SCHOOL STUDENTS AND TRANSITIONAL AGED YOUTH WHO ARE HABITUALLY OR CHRONICALLY TRUANT OR DROPPED OUT OF SCHOOL. SERVICES ARE PROVIDED ON-SITE AT THE PROGRAM OFFICE, SCHOOL SITE, AND OTHER COMMUNITY BASED ORGANIZATION SITES under the TRUANCY ASSESSMENT RESOURCE CENTER; and

WHEREAS, City wishes to amend SECTION 3.2, 5.1 AND APPENDIX B and

WHEREAS, City and Grantee wish to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Grantee and City agree as follows:

1. **Definitions.** The following definitions shall apply to this Modification:
  - (a) **Agreement.** The term Agreement shall mean the Agreement dated AUGUST 16, 2013 between Grantee and City as amended by the:
  - (b) **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
  - (a) **ARTICLE 3 - TERM**

Section 3.2 of the agreement currently reads as follows:  
3.2 **Duration of Term.** The term of this Agreement shall commence on the later of (a) JULY 1, 2013 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2014

Section 3.2 of the agreement amended in its entirety to read as follows:  
3.2 **Duration of Term.** The term of this Agreement shall commence on the later of (a) JULY 1, 2013 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on JUNE 30, 2016.
  - (b) **ARTICLE 5 - USE AND DISBURSEMENT OF GRANT FUNDS**

Section 5.1 of the agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed FOUR HUNDRED FIVE THOUSAND AND FOUR HUNDRED SIXTY-THREE DOLLARS (\$405,463.00) for the period from JULY 1, 2013 TO JUNE 31, 2014, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to FORTY THOUSAND AND FIVE HUNDRED FORTY-SIX DOLLARS (\$40,546.00) for the period from JULY 1, 2013 TO JUNE 31, 2014, 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 FOUR HUNDRED FORTY-SIX THOUSAND AND NINE DOLLARS (\$446,009.00) for the period from JULY 1, 2013 TO JUNE 31, 2014.

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

Section 5.1 is amended in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed NINE HUNDRED SIXTY THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS (\$960,521.00) for the period from JULY 1, 2013 TO JUNE 30, 2016, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to NINETY-SIX THOUSAND FIFTY-TWO DOLLARS (\$96,052.00) for the period from JULY 1, 2013 TO JUNE 30, 2016, 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 ONE MILLION FIFTY-SIX THOUSAND FIVE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$1,056,573.00) plus any contingency authorized by the City and certified as available by the Controller in the period from JULY 1, 2013 TO JUNE 30, 2016.

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 A, and is not available to Grantee without a revision to the Program Budgets of Appendix A 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 B: Program A – Work Plan. Appendix B Program A – Program Budget, with respect to the budget information for FY2013-2014, currently reads, in part, as follows:  
See attached original Grant agreement with Appendix B – Work plan

Appendix B, Program A - Work Plan is hereby amended  
See attached revised Appendix B – Work Plan

3. Effective Date of Modification: Each of the amendments set forth in Section 2 shall be effective on JULY 1, 2014 (date of Controller's certification).

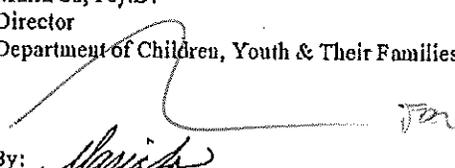
4. **Legal Effect.** City and Grantee hereby agrees that, except as said Agreement is herein modified, all other terms thereof shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Modification on the day and year first above written.

CITY

GRANTEE

Recommended:  
Maria Su, Psy.D.  
Director  
Department of Children, Youth & Their Families

By: 

Approved:

Name of agency: YMCA-URBAN SERVICES  
Program name: TARC  
Address: 44 GOUGH STREET SUITE 106  
Address: SAN FRANCISCO, CA 94115

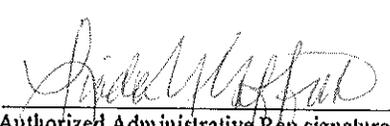
Grantee's Phone Number: 415-573-6219

Approved as to Form:

Dennis Herrera  
City Attorney

By: 

~~Virginia Dario Elizondo~~ Sherri S. Kaiser  
Deputy City Attorney

By: 

Authorized Administrative Rep signature

Admin. Rep. Name: LINDA GRIFFITH

Admin. Rep. Title: VP RISK MANAGEMENT  
AND LEGAL AFFAIRS

City Vendor #: 30893

Federal Tax ID #: 94-0997140