

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

CHILDREN'S COUNCIL OF SAN FRANCISCO

This AMENDMENT of the, **July 1, 2017** Grant Agreement (the "Agreement") is dated as of **February 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **CHILDREN'S COUNCIL OF SAN FRANCISCO, 445 CHURCH ST., SAN FRANCISCO, CA 94114** ("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 RFP #774 Early Care and Education (ECE) Integrated Services, issued January 12, 2017 and this modification is consistent therewith; and

WHEREAS, the City's Human Services Commission approved this Amendment by [INSERT RESOLUTION NUMBER] on January 27, 2022; 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, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period, increase the contract amount, and update standard contractual clauses**; 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, 2017** between Grantee and City.

First amendment, dated **February 1, 2020**

b. Contract Monitoring Division. Contract Monitoring Division.
Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the

Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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 **Three Hundred Fifty-Six Million, Four Hundred Eighteen Thousand, Eight Hundred Fourteen Dollars (\$356,418,814)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5), plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Nineteen Million, Six Hundred Thirty-Three Thousand, Six Hundred Thirty-One Dollars (\$19,633,631)** for the period from **July 1, 2021 to June 30, 2022 (Y5), 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 **Three Hundred Seventy-Six Million, Fifty-Two Thousand, and Four Hundred Forty-Five Dollars (\$376,052,445)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

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-1, and is not available to Grantee without a revision to the Program Budgets of Appendix B-1 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 **Three Hundred Eighty-Two Million, Five Hundred Seventeen Thousand, and Eight Hundred Sixty Four Dollars (\$382,517,864)** for the period from **July**

1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Eleven Million, Two Hundred Fourteen Thousand, Eight Hundred Sixty Eight Dollars (\$11,214,868) for the period from July 1, 2021 to June 30, 2022 (Y5), 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 **Three Hundred Ninety Three Million, Seven Hundred Thirty Two Thousand, Seven Hundred Thirty Two Dollars (\$393,732,732)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5)**.

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 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.

- (b) **Appendix A.** Appendix A-1, of the aforesaid agreement describes the services to be provided.

Such section is hereby amended in its entirety to include Appendix A-2, pp. **1-22**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (c) **Appendix B.** Appendix B-1, Calculation of Charges, pp. **1-22** of the Aforesaid Agreement displays the original total amount of **\$356,418,814**.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, pp. **1-22**, which displays the budget as herein modified to **\$382,517,864**.

- (d) **Article 7.4 Withholding.** Article 7.4 is hereby added to the agreement and reads as follows:

7.4 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph

shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

- (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-2, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

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.

